WALTON'S
BEAUTY SHOP
Coca-Cola
SIGN OF GOOD TASTE

WALTON'S BEAUTY SALON

"WHERE BEAUTY IS A PROFESSION, NOT A BUSINESS"

Specializing In Gel Perms

ALL PHASES OF BEAUTY SERVICE RENDERED

HELEN E WALTON
OPERATOR / STYLIST / INSTRUCTION

1605 LEONA
AUSTIN, TX 78702

478 - 1714

OPERATOR Helen E Walton

The Austin Mirror

United We Stand---Divided We Fall

VOLUME 1, NUMBER 8 | 10c PER COPY | AUSTIN, TEXAS | 4 PAGES | WEDNESDAY, DECEMI

MRS. HELEN WALTON

Mrs. Helen Walton, 1605 Leona Street who is the daughter of Mrs. Hattie Goode and one of Austin's outstanding Beauticians has been selected as one of "My Best Dressed Women" of Austin.

D. H. M.

One of the Outstanding Achievements of 1959

We never like to review the past about anything we love to live for today and know there is no past nor future. it is the now.

Somehow we must think of one of the nicest happenings of 1959 when we think about the Andersons.

Pictured below i in the living room tiful ranch hom Place.

Mr. and Mrs. M. J. Anderson are typical Americans. They are the proud parents of two lovely children, Jack and Sandra.

In this land of ours every parent can visualize a home for their children, be it ever so humble it is a home.

The Andersons are fortunate Americans, (aren't we all) and we want to congratulate them for the outstanding "Home Owners" of 1959.

Readin Jack an seated, l son, a n Andersc

Ten Best Dressed Women To Be Named By Editor

The phrase, "The Ten Best Dressed Women" originated with the Los Angeles Sentinel in Los Angeles many years ago. The newspaper which I had the pleasure of being the Business Manager for many years. Today it is the leading newspaper in the Country. The Society Editor together with the Staff always selected these women each year therefor I thought it would be a nice thing to feature this idea in Austin.

Last year I tried to present such a feature and it actually ended in our books a "POPULARITY CONTEST", however, it was all in fun and everyone enjoyed the excitement while it lasted.

This year 1959 each week the Mirror will publish the picture

Mrs. Pinkie Patterson Entertains

Christmas is the most enjoyable time of the year for most of us just getting together with our families is always a pleasure.

Many years now Mrs. Patterson has prepared the Christmas Dinner for her family, sons, Alvin and Roy, daughter Hortense and grand daughter, Bobbie Jr. usually the number has been twelve but for the past two years it has increased to thirteen. (And guess who made the thirteenth-yes you'r right, yours truly, Dora H. Moore.)

The dinner menu consisted of Turkey which was most delicious and all the trimmings.

Christmas gifts were exchanged and to make the day a perfect one the oldest daughter who lives in Berkely California called long distance and we all had a chance to say hello, this daughter is Claudie Mae who is the wife of Robert H. Wyatt, son of Mrs. T. H. Wyatt and the late Rev. T. H. Wyatt, 1604 New York Ave., Austin. "Sam" as everybody calls him is now a distinguished member of the educational world and now resides at 1062 North Gate Court, Uniondale, Long Island, New York. He is married to the former Miss Donna Washington of Newbraka.

His achievements have been many, but among the most outstanding we cite:

He holds the Bachelor or Arts degree from Samuel Huston College, Master of Arts degree from New York University and Doctorol degree from New York University. He is now serving as Head of the Science Department of Lawrence Road High School, Uniondale, L. I. New York and is coordinator of the Great Decision Groups of the Foreign Policy Association for the Uniondale Area. He is called upon frequently to write scripts for scientific films. He served as Science Consultant

Zeta Area Workshop

When the Area Workshop of Zeta Phi Beta Sorority met in Austin last Saturday, Sorors were the guests of Alpha Kappa Zeta and Upsilon Alpha Chapters.

Theme of the Workshop was ZETA'S SCHOOL OF TECHNIQUE with Mrs. Velma S. Butler, Regional Director, presiding during the second general assembly and Mrs. L. W. Harrison Executive Secretary, presiding during the second general assembly.

Business sessions, discussion periods, fun, displays, reports and analyses of Zeta literature were included in the agenda of the one-day session held in the Science building at Huston-Tillotson College.

The meeting was well attended. Seventeen Chapters were represented. Zetas serving on the national, regional and local levels

Brooks At Zetas hour Kirv cora Seas tion peti foll dar Jor F. Be A. H D L b

FOR FAST TV & RADIO SERVICE
CALL
ROBESON AT GR 7-0377
Work on all makes and models, 90 days guarantee on all work. License, bonded and insurance
City-wide Pick up & Delivery
ROBESON'S TV & RADIO SHOP

4-DAY SPECIAL
99c CAR WASH
MON. THRU THURS. ONLY
JOE'S QUICK CAR WASH
7 MINUTES
MOTOR STEAM CLEANING
12th & San Jacinto
Phone GR 2-1413

Eleventh Street Bar-B-Q
1014-B. E. 11th St.—GR 2-0011
We Specialize in Elgin Hot Sausage, Beef and Pork Ribs — Hot Plate Lunches — Open from 9:00 A.M. to 1:00 P.M. — We Have the Best Bar-B-Q in Town.
COLLINS & NOBLES, Prop.

Guajardo's
Cash Grocery
Choice Grocery
Vegetable and Meat
Products
Good Service for
23 YEARS
809 Lydia GR 2-1073

MRS. HELEN WALTON

RECEIVES TROPHY

Mrs. Helen E. Walton, daughter of Mrs. Hattie Goods of 1605 Leona and owner of the Walton's Beauty Salon is Austin's first cosmetologist to receive a gold cup from Prairie View A & M College for satisfactorily completing the five year prescribed course in advance cosmetology. Studying under such artists as Mary F. Hall of Mary Hall Academic de Coiffure, Detroit, Michigan, Mary Clark of Booker T. Washington High School of Cosmetology of Dallas, Texas and Dr. E. E. O'Banion, Prairie View Science Dept. She was presented this trophy by Dr. A. J. Thomas, Director of Industrial Education of Prairie View. She was congratulated by the President of the College, Dr. Evans. The class presented Mrs. Walton with a lovely set of jewelry. This award now enables her to render all of the latest in beauty service.

Mrs. Walton's schedule has been a busy one for the summer, leaving Prairie View she motored to the West Coast where the National Beauty culturists convention was convening, here she received additional ideas in care and stylin hair.

While in the town she slipped i a little of a much needed vacatio visiting friends and Texas and California house guest of the L Walkers in Los Angel

The Walkers form had a lovely dinner Texans that gave M chance to see Mr. I Bell formerly of Austi

(Continued on P

SERV-RITE FOOD MARKET
MEATS — GROCERIES
FRUIT — VEGETABLES
OPEN SUNDAYS
1900 Rosewood Ave.
Phone GR 2-0369

GEORGE O
RITTER STAT
We Give Texas Gold
Wednesday Double Sta
1174 Webberville Ro
GR 8-0368

HAVOLINE
Motor Oil 29c
TERRY'S
AUTO CENTER #2
1801 Rosewood

Rosewood Inn
Ph. GR 8-0114 1510 Ro
"Where Prices Please
Always a Friendly Welco
CORNELIUS (Snook) JAMES, O

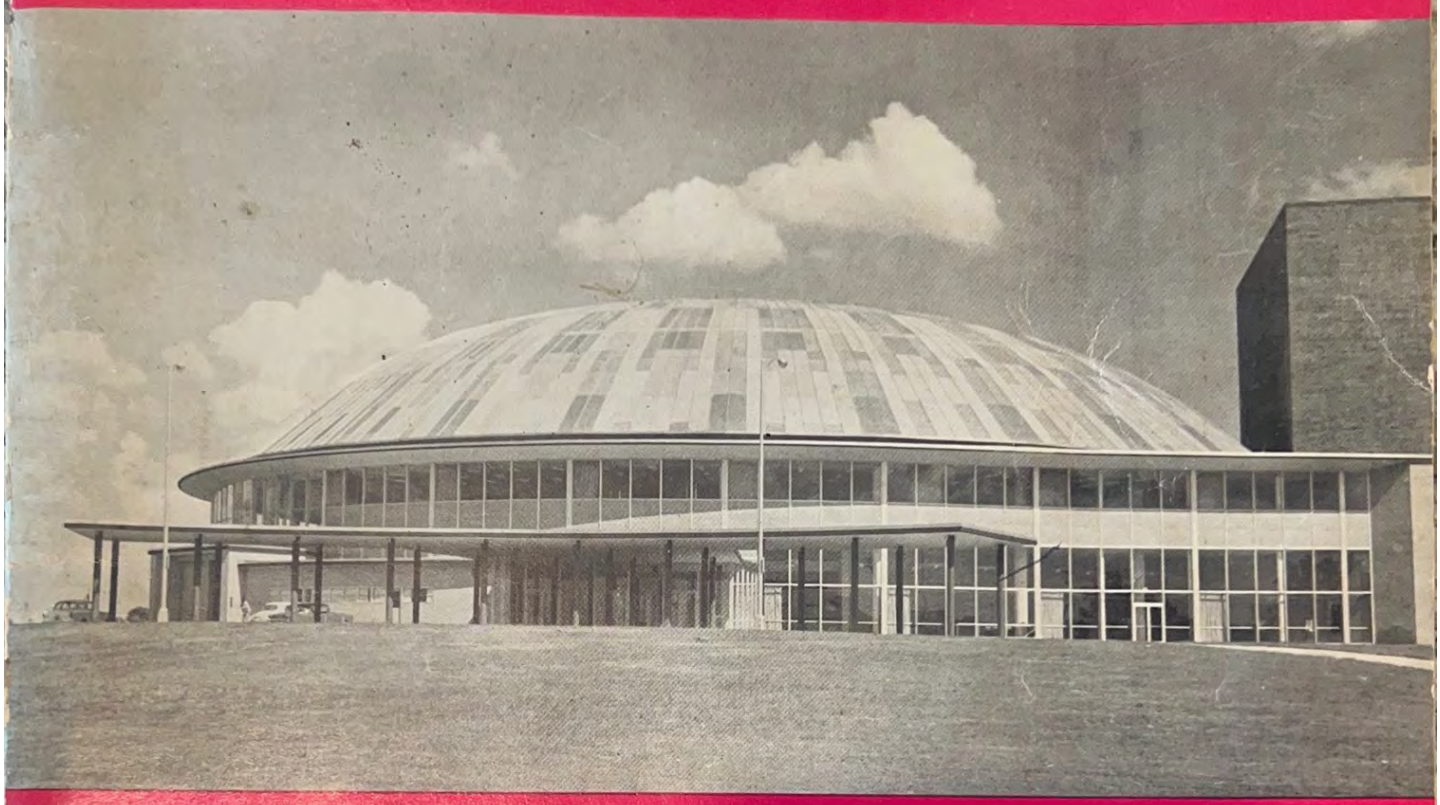
HILLSIDE BAR-B-CUE
Soft drinks and Ice Cream
Hot Sausage and Bar-B-Cue
906 Concho St. GR 6-9843
Frank Tinnons, Owner

PREMIUM FULLY COOKED BONELESS READY TO SLICE & SERVE lb. 79c
LIBBY SLICED OR HALVES LIMIT 2 CANS
PEACHES
No. 2 1/2 can

SOUVENIR BOOK

77th ANNUAL SESSION OF THE MISSIONARY BAPTIST GENERAL CONVENTION OF TEXAS

OCTOBER 19–23, 1970



CONVENTION CENTER

Riverside and South First Street

Austin, Texas

Theme: "Historical Faith, Our Continued Hope and Challenge."

DAVID CHAPEL MISSIONARY BAPTIST CHURCH, HOST

Rev. J. E. Obey, Pastor

DAVID CHAPEL BAPTIST SOUVENIR BOOK COMMITTEE

Seated (L to R) Mrs. Helen E. Walton, Treasurer; Reverend James E. Obey, Pastor; Mrs. Sedalia Johnson, Mrs. Izanetta Tasby, Financial Secretary; Mrs. Lois Upton, Corresponding Secretary; Mrs. Ida M. Hunt, Editor.

Standing (L to R) Mrs. Beatrice Graham, Mr. Willie E. Williams, Mr. Elmer Akins, Chairman. Not present—Mrs. Ethel L. Davis, Co-Editor.

THANK YOU SINCERELY

for your cooperation, participation, and contribution in making this publication possible.

GREETINGS . . .

MISSIONARY GENERAL BAPTIST CONVENTION OF TEXAS

From the Youth Department of David Chapel Baptist Church

Sis. J. E. Obey, Youth Direcor

Counselors: Sisters Ida Hunt, Vera Neville, Helen Walton, Gloria Richards, Lettie Billingsley, Rubelia Davis, Annie Washington, Ida Green, Beatrice Graham, Bernice Miller, Lola Mae Phillips, Ruth Sauls and Johnnie Houston. Brothers George Wingate and Horace Calahan.

Observance Set
The Austin Statesman (1921-1973); Feb 10, 1973;
ProQuest Historical Newspapers: The Austin American Statesman
pg. 41

MRS. HELEN E. WALTON

REV. J. A. PIPER

Observance Set

The women of the David Chapel Missionary Baptist Church will observe their Ninth Annual Woman's Day service Sunday with Sister Helen E. Walton speaking at the morning service and Rev. J. A. Piper of the New Light Baptist Church speaking at the 3 p.m. service.

The theme will be "Christian Women Demonstrating the Importance of Redeeming Love."

Reproduced with permission of the copyright owner. Further reproduction prohibited without permission.

Hair Designer's Guild(2)
The Austin American Statesman (1973-1980); Oct 30, 1980;
ProQuest Historical Newspapers: The Austin American Statesman
pg. M2

Hair Designer's Guild

Members of the Hair Designer's Guild, the group which sponsored the recent Miss Black Austin contest, are, from left, president Pauline Starghill, business manager Loma Jones, secretary Mittie Bolden, vice president Lillian McCullough, financial secretary Joylie White, treasurer Mrs. E.M. Pease, and member Helen Walton. The guild received its charter Nov. 26, 1962. It sponsored the first Miss Black Austin Pageant in 1976. Members must be licensed beauty operators.

Reproduced with permission of the copyright owner. Further reproduction prohibited without permission.

50th ANNIVERSARY COMMITTEE

Seated left to right: Jolene Hall, Lillian Joyner, Blanche King, Susanella Phillips, Susie B. Galloway, Claudette Jacobs, Rubelia Davis, Lois Upton, and Izanetta Tasby, recording secretary. Standing left to right: Willie Williams, Junious Scott, Jimmy Bowie, Elmer, Akins, Chairman of Souvenir Book, Leonard Walker, treasurer, and Ethel Davis. Not pictured are: Ida M. Hunt, Vera Jones, Hazel Obey, Sedalie Johnson, Gloria Richards, Helen Walton, Blanche Roseman, and Jim Richardson.

MISSION I

The Women's Missionary Society I was organized in 1924 by the late Rev. L. M. Marshall. The first officers elected were: Sis. Dinah Johnson, President; Sis. Maggie Davis, Vice-President; and Sis. Itasca Franklin, Secretary. In 1927, Sis. Maggie Davis served as President until Sis. Evelyn Gregg was elected under Pastor Marshall. Sis. Gregg organized the Junior Missionary Society, YWA (Young Women's Auxiliary), G. A. (Girls' Auxiliary, Star Light Band, Shepherds Boys League, and the Youth Council.)

The following Presidents served later: Sisters Lola Fletcher, Naomia Toynes, Shelburn, Janie Anderson, Lottie Hill, and C. E. Shelvin.

When a parsonage was built on the corner of Twelfth and Chestnut Streets, the Missionary Society I purchased furniture for the guest bedroom and later purchased furniture for the dining room.

In 1955, the late Sis. M. L. J. Brown was elected President. Many new members were added to the society. Furniture and carpet were purchased for the Pastor's Study.

In February, 1964, Sis. Lois Mae Upton, who now serves as President, was elected. The Mission has grown in membership and has ten active Circles. Under the leadership of our present President, the Mission Bible Band was organized with Sis. Su-sanella Phillips as President. A new stove was purchased for the kitchen and the Mission Project for the year 1968 was the purchasing of a robe for Pastor Obey.

Our present officers are: Sis. Lois Mae Upton, President, Sis. Blanche King, Vice-President, Sis. Susie B. Galloway, Second Vice-President, Sis. Viton, Teacher, and Rev. J. E. Obey, Pastor. Secretary, Sis. Helen Elizabeth Walton, Teacher, and Rev. J. E. Obey, Pastor.

We pray for many more years of spirit-filled work and fellowship.

P. O. Box 5128
Austin, TX 78763

TO WHOM IT MAY CONCERN:

Helen G. Walton, Social Security Number 463-30-7529, of 1605 Leona, Austin, Texas 78702, was employed by my mother, Mildred Paxton Moody, during part of the second quarter (that is, April 1 through June 30) of 1981 in the capacity of companion-nurse. During that period, all paychecks to my mother's employees were written and signed by me. Mildred Paxton Moody died on March 1, 1983.

My mother's health required around-the-clock care, for which purpose we had several employees. From April 1 through May 31 of 1981, the work schedule for our employees involved a three-week rotation of shifts. Helen's normal work hours were: 16 hours on Saturday of week 1; 16 hours on Sunday of week 2; and 8 hours each on Saturday and Sunday of week 3.

Our employees had permission to make adjustments between themselves of their work shifts, without my specific prior knowledge and consent, when their health or personal commitments made such adjustments necessary or desirable, and they frequently did so.

On or before May 13, 1981, Helen Walton advised me that she was experiencing health problems which might require hospitalization. On May 13, 1981, she requested a statement of her earnings for 1981, which I forwarded to her on May 14.

To the best of my knowledge, the last date in 1981 on which Helen Walton was on duty as my mother's employee was May 10. She received two checks from us subsequent to that date, the first dated May 15 and the second dated May 22, each in the gross amount of $80.00 with FICA tax of $5.32 deducted. These two checks represented pay for two weeks' vacation time; Helen had been in our employ for approximately one year, and it was our practice to allow each employee two weeks' paid vacation annually after one year's satisfactory work.

Had the condition of her health not prevented her doing so, Helen would have been scheduled for work shifts on May 16, May 24, and May 30 and 31. We paid another employee, Bertha Mae Clark, for working each of Helen's normal shifts on each of those dates.

The foregoing is, to the best of my knowledge and belief, a true, correct, and accurate account of the employment of Helen G. Walton by Mildred Paxton Moody during the second quarter of 1981. Should you require additional information, please contact me at (512) 478-4012.

Dated: June 24, 1983

Nancy Moody

Nancy Moody

STATE OF TEXAS
OFFICE OF THE GOVERNOR
AUSTIN, TEXAS 78711

ANN W. RICHARDS
GOVERNOR

March 22, 1993

Greetings to:

Helen E. Walton

It is my pleasure to join the David Chapel Missionary Baptist Church in honoring your years of outstanding service to your family, church, and community.

I'm proud that your church is presenting a special program to recognize you and your fellow seniors. The contributions you have made throughout your life have left a lasting impression on countless people, and you have our deepest gratitude.

Best wishes for the future!

Sincerely,

Ann Richards

ANN W. RICHARDS
Governor

Dawnna Dukes

HOUSE OF REPRESENTATIVES

District 46 (Travis County)
P.O. Box 2910
Austin, Texas 78768-2910
(512) 463-0506

October 1, 2012

Greetings to:

HELEN ELIZABETH WALTON

Congratulations to you as you celebrate your 95th birthday on October 31st. On this special day, I hope you will reflect upon the many stories of your life and continue to dream of the endless possibilities. May you start this year of your life with hope and optimism.

As the world changes, your experience and wisdom are a blessing to our community. Wisdom, integrity and compassion are qualities earned through years of hard choices, brave decisions and bold ideas. As you reflect upon the path you have traveled and the memories along your journey, do not forget to enrich others with the wisdom you have gained.

I'm wishing you an abundance of happiness as you enjoy your special day.

Sincerely,

Dawnna Dukes
State Representative, District 46

TRIBUTE ARCHIVE

Sign In

BROUGHT TO YOU BY KING-TEARS MORTUARY

Helen Elizabeth Walton

Austin, Texas

October 31, 1917 - August 30, 2015

Recommend 0

Share Obituary:

Tribute Wall | Obituary & Events

Obituary

Today we celebrate the life of Ms. Helen Elizabeth Walton who was affectionately known as "Aunt Beth." Aunt Beth was called home to be with our Heavenly Father on August 30, 2015 at the blessed age of 97.

She was born Helen Elizabeth Goode on October 31, 1917 to the late Reverend John Wesley Goode and Mrs. Hattie Jane Bailey Goode. She was the second child of four siblings.

She graduated from Prairie View A&M University in Prairie View, Texas with a degree in Cosmetology. Aunt Beth later received her certificate as a Cosmetology Instructor from Johnson & Randolph Beauty School. She later opened the Walton Beauty Salon, which she owned and operated for over fifty years. Additionally, Aunt Beth won many hair styling competitions during her career as a cosmetologist.

She was married to Willie (Boots) Walton, and although she did not bare any biological children, she was a Mother to many.

Share a memory | Send Flowers

As the Matriarch of our family, Aunt Beth led by example. She encouraged us all to be the very best that we could be. We are truly blessed to have had such a loving example of strength, courage, and perseverance in our lives.

She leaves to cherish her memories Jimmy L. Ware, Sr. (nephew) of East Palo Alto, CA. and Pastor Carl L. Ware, Sr. (nephew) and wife Shirley of North Las Vegas, NV.

Aunt Beth also leaves three generations of nieces and nephews to carry on her legacy.

Helen Elizabeth Walton will live forever in our hearts. A job well done, Aunt Beth. Rest in Peace.

Funeral Home:
King-Tears Mortuary
1300 East 12th Street
Austin, TX
US 78702

To send flowers to the family or plant a tree in memory of Helen Elizabeth Walton please visit our **Tribute Store**.

Events

SEP
08

cemetery

Tuesday, September 08 2015
12:00 AM - 12:00 AM

Cook Walden Capital Parks
Pflugerville
Austin, TX

Share a memory

Send Flowers

B.O.V.S. FORM **B**

TEXAS STATE BOARD OF HEALTH

BUREAU OF VITAL STATISTICS

STANDARD CERTIFICATE OF BIRTH

33128

Reg. Dis. No. ..... Register No. 297

NOTE WELL—INSTRUCTIONS ON THE REVERSE SIDE.

Write Plainly, With Unfading Ink—This is a Permanent Record

In case of more than one child at a birth, a SEPARATE RETURN must be made for each, and the number of each, in order of birth, stated. For still-births, file both birth and death certificate.

PLACE OF BIRTH

(1) County Travis

City Austin

(No. 1177 Comal St.; ..... Ward)

(2) FULL NAME OF CHILD Willie Walton Jr. {If child is not yet named, make supplemental report, as directed

(3) Sex of Child	(4) Twin, triplet, or other	(5) Number in order of birth	(12) Legitimate	(13) Date of Birth
Male	(To be answered in event of plural births)	3rd	yes (Yes or no)	6-5-, 1920 (Month) 6 (Day) 5 (Year)

FATHER	MOTHER
(6) FULL NAME Ann Walton	(14) FULL MAIDEN NAME Lillian Fowler
(7) RESIDENCE Austin	(15) RESIDENCE Austin
(8) COLOR Colored — AGE AT LAST BIRTHDAY 19 (Years)	(16) COLOR Colored — AGE AT LAST BIRTHDAY 19 (Years)
(9) BIRTHPLACE Austin	(17) BIRTHPLACE Austin
(10) OCCUPATION Laborer	(18) OCCUPATION Housekeeping

(11) Number of children born to this mother, including present birth 3

Number of children of this mother now living 2

CERTIFICATE OF ATTENDING PHYSICIAN OR MIDWIFE*

(19) **I hereby certify that I attended the birth of this child, who was** Alive (Born alive or Stillborn) **at** 8 a **M., on the date above stated.**

**When there was no attending physician or midwife, then the father, householder, etc., should make this return. A stillborn child is one that neither breathes nor shows other evidence of life after birth.*

Given name added from a supplemental report ..... **191**.....

..... Registrar.

(Signature) J. H. Stevens M.D. (Physician or Midwife)

Address Austin

Filed ....., 191..... C. H. Brownlee Registrar.

B. L. STECK, AUSTIN

Form 15-6

DEPARTMENT OF COMMERCE—BUREAU OF THE CENSUS

FIFTEENTH CENSUS OF THE UNITED STATES: 1930

POPULATION SCHEDULE

State: Texas
County: Travis
Township or other division of county: Austin precinct 3 (Insert proper name and also name of class, as township, town, precinct, district, etc. See instructions.)
Incorporated place: Austin city (Insert proper name and also name of class, as city, village, town, or borough. See instructions.)
Ward of city: [illegible] 5
Block No.:
Unincorporated place: (Enter name of any unincorporated place having approximately 500 inhabitants or more. See instructions.)
Institution: (Insert name of institution, if any, and indicate the lines on which the entries are made. See instructions.)
Enumeration District No. 227-19
Supervisor's District No. 24
Sheet No. 1 A
165

Enumerated by me on April 2, 1930, Lucy A. Brown, Enumerator.

Line	Street, avenue, road, etc.	House number (in cities or towns)	Number of dwelling house in order of visitation	Number of family in order of visitation	Name (of each person whose place of abode on April 1, 1930, was in this family. Enter surname first, then the given name and middle initial, if any. Include every person living on April 1, 1930. Omit children born since April 1, 1930)	Relation (Relationship of this person to the head of the family)	Home owned or rented	Value of home, or monthly rental if rented	Radio set	Does this family live on a farm?	Sex	Color or race	Age at last birthday	Marital condition	Age at first marriage	Attended school or college since Sept. 1, 1929	Whether able to read and write	Place of birth of each person enumerated and of his or her parents. If born in the United States, give State or Territory. If of foreign birth, give country in which birthplace is now situated. (See Instructions.) Distinguish Canada-French from Canada-English, and Irish Free State from Northern Ireland: Person	Father	Mother	Mother tongue (or native language) of foreign born: Language spoken in home before coming to the United States	Code (For office use only. Do not write in these columns): State or N. T. A	Country B	No. Entry C	Year of immigration to the United States	Naturalization	Whether able to speak English	Occupation (Trade, profession, or particular kind of work, as spinner, salesman, rivoter, teacher, etc.)	Industry (Industry or business, as cotton mill, dry-goods store, shipyard, public school, etc.)	Code (For office use only. Do not write in this column) D	Class of worker	Employment: Whether actually at work yesterday (or the last regular working day) Yes or No	If not, line number on Unemployment Schedule	Veterans: Whether a veteran of U. S. military or naval forces Yes or No	What war or expedition?	Number of farm schedule	
1	1/3	1305	1	1	Adams, Alex	Head	R	$8		No	M	Neg	23	M	22	No	No	Texas	Texas	Texas		87					Yes	Taxi driver	Taxical station	3981	W	Yes		No				1	71011
2					—, Consuelo	Wife H				V	F	Neg	19	M	18	No	Yes	Mexico	Mexico	Mexico	Spanish	30	45	V	1911	No	Yes	None										2	
3		1806	2	2	Kenny, Oretta	Head H	R	$9.50		No	F	Neg	48	Wd		No	Yes	Texas	Texas	Texas		87					Yes	Maid	Boarding house	9598	W	Yes						3	
4					—, Lesell	Son				V	M	Neg	17	S		No	Yes	Texas	Texas	Texas		87					Yes	Laborer	Bldg. construction	7881	W	Yes						4	
5					—, Taylor	Son				V	M	Neg	15	S		No	Yes	Texas	Texas	Texas		87					Yes	Salesman	Gas station	4589	W	Yes						5	
6					—, Nellie M.	Dau				V	F	Neg	12	S		Yes	Yes	Texas	Texas	Texas		87					Yes	None										6	
7					—, Brady	Son				V	M	Neg	10	S		Yes	Yes	Texas	Texas	Texas		87					Yes	None										7	
8	1/4	1804	3	3	Johnson, Ernest	Head	R	$10		No	M	Neg	42	M	24	No	Yes	Texas	Mississippi	Mississippi		87					Yes	Laborer	Bldg. constr.	7881	W	Yes		No				8	
9					—, Lily	Wife H				V	F	Neg	38	M	20	No	Yes	Texas	Texas	Texas		87					Yes	None										9	
10					—, Leon	Son				V	M	Neg	16	S		Yes	Yes	Texas	Texas	Texas		87					Yes	None										10	
11					—, Oneil	Son				V	M	Neg	9	S		Yes		Texas	Texas	Texas		87					Yes	None										11	
12					—, Julia	Dau				V	F	Neg	6	S		Yes		Texas	Texas	Texas		87					Yes	None										12	
13	1/4	1802	4	4	Roberts, James	Head	R	$10		No	M	Neg	30	M	22	No	Yes	Texas	Texas	Texas		87					Yes	Truck driver	Wholesale Gro.	4X90	W	Yes		No				13	
14					—, Gertrude	Wife H				V	F	Neg	24	M	16	No	Yes	Texas	Texas	Texas		87					Yes	Cook	Private family	6096	W	Yes						14	
15					—, Emma J.	Dau				V	F	Neg	6	S		Yes		Texas	Texas	Texas		87					Yes	None										15	
16		1810	5	5	Copeland, R. L.	Head	O	$5000		No	M	W	68	M	34	No	Yes	Tennessee	Tennessee	Tennessee		81					Yes	Salesman	Retail Grocer	9191	O	Yes		No				16	
17					—, Annie	Wife H				V	F	W	54	M	19	No	Yes	Texas	Alabama	Alabama		87					Yes	None										17	
18		1800	6	6	Johnson, Alex	Head	R	$13		No	M	Neg	43	M	16	No	Yes	Texas	[illegible]	Texas		87					Yes	Night watchman	Garage	4673	W	Yes		No		4		18	
19					—, Alice	Wife H				V	F	Neg	43	M	12	No	Yes	Texas	Texas	Texas		87					Yes	None										19	
20					Hatt, Annie M.	Step-dau				V	F	Neg	22	D		No	Yes	Texas	Texas	Texas		87					Yes	Cook	Private family	6096	W	Yes						20	
21		1813	7	7	Forbes, John S.	Head	R	$17.50		No	M	W	30	M	27	No	Yes	Texas	Texas	Texas		87					Yes	Laborer	Flour & feed	7890	W	Yes		No				21	
22					—, Elsie D.	Wife H				V	F	W	25	M	24	No	Yes	Texas	Texas	Texas		87					Yes	None										22	
23					—, Irene	Step-dau				V	F	W	6	S		No		Texas	Texas	Texas		87					Yes	None										23	
24					—, J. D.	Son				V	M	W	1 1/12	S		No		Texas	Texas	Texas		87						None										24
25	1/4	1806	8	8	Sanders, Emma	Head H	O	$500		No	F	Neg	41	Wd		No	Yes	Texas	Texas	Texas		87					Yes	Cook	Private family	6096	W	Yes						25	
26		2004	9	9	Jones, Robert	Head	O	$1000		No	M	Neg	85	M	55	No	Yes	South Carolina	South Carolina	South Carolina		77					Yes	None							Yes	Civ		26	
27					—, Betty	Wife H				V	F	Neg	65	M	35	No	Yes	Texas	Missouri	Missouri		87					Yes	Laundress	Private family	8596	W	Yes						27	
28					Perilipo, Maria	Gran-dau				V	F	Neg	26	D		No	Yes	Texas	Texas	Texas		87					Yes	Cook	Private family	6096	W	Yes						28	
29					White, Catherine	Gr-granddau				V	F	Neg	9	S		Yes		Texas	Texas	Texas		87					Yes	None										29	
30		1801	10	10	Brown, W. B.	Head	O	$500		No	M	Neg	55	Wd		No	Yes	Texas	Texas	Texas		87					Yes	Laborer	Bldg. construction	7881	W	Yes		No				30	
31					—, Rosie	Dau H				V	F	Neg	27	S		No	Yes	Texas	Texas	Texas		87					Yes	Laundress	Private family	8596	W	Yes						31	
32					—, Elizabeth	Dau				V	F	Neg	22	S		No	Yes	Texas	Texas	Texas		87					Yes	Cook	Private family	6096	W	Yes						32	
33					—, Woodrow	Son				V	M	Neg	17	S		Yes	Yes	Texas	Texas	Texas		87					Yes	None										33	
34					—, Edith	Dau				V	F	Neg	14	S		Yes	Yes	Texas	Texas	Texas		87					Yes	None										34	
35		1803	11	11	Green, Nora	Head H	R	$10		No	F	Neg	25	D		No	Yes	Texas	Louisiana	Louisiana		87					Yes	Cook	Private family	6096	W	No	1					35	
36					—, Oscar	Son				V	M	Neg	7	S		Yes		Texas	Texas	Texas		87					Yes	None										36	
37					—, Lillian	Sister				V	F	Neg	30	D		No	Yes	Texas	Louisiana	Louisiana		87					Yes	Maid	Private family	9596	W	Yes						37	
38					—, Elizabeth	Niece				V	F	Neg	3 3/12	S		No		Texas	Texas	Texas		87					Yes	None										38	
39					—, Thomas	Nephew				V	M	Neg	7/12	S		No		Texas	Texas	Texas		87						None										39
40					—, C. L.	Brother				V	M	Neg	18	S		No	Yes	Texas	Texas	Texas		87					Yes	Laborer	Bldg. construction	7881	W	Yes						40	
41		1805	12	12	Taylor, Annie B.	Head H	R	$6.50		No	F	Neg	78	D		No	Yes	Unknown	Unknown U.S.	Unknown U.S.		79					Yes	Odd jobs	Private family	7896	W	No	2					41	
42		1807	13	13	Brown, Mabel	Head H	R	$4.50		No	F	Neg	40	Wd		No	Yes	Texas	Unknown U.S.	Unknown U.S.		87					Yes	Cook	Private family	6096	W	Yes						42	
43					Jackson, Estelle M.	Dau				V	F	Neg	20	S		Yes	Yes	Texas	Texas	Texas		87					Yes	None										43	
44					—, Vernon	Son				V	M	Neg	16	S		Yes	Yes	Texas	Texas	Texas		87					Yes	Yard boy	Private family	7896	W	Yes						44	
45					—, Leland	Son				V	M	Neg	14	S		Yes	Yes	Texas	Texas	Texas		87					Yes	Yard boy	Private family	7896	W	Yes						45	
46		1801	14	14	VanZandt, Bob	Head	O	$2200		No	M	Neg	70	M	44	No	Yes	Texas	Virginia	Texas		87					Yes	Odd jobs	Private family	7896	W	Yes			Yes	Civ		46	
47					—, Lena	Wife H				V	F	Neg	50	M	24	No	Yes	Texas	Virginia	Texas		87					Yes	Maid	Private family	9596	W	Yes						47	
48					—, James	Son				V	M	Neg	33	Wd		No	Yes	Texas	Texas	Texas		87					Yes	Laborer	Bldg. construction	7881	W	Yes		No				48	
49					—, Fred	Son				V	M	Neg	29	Wd		No	Yes	Texas	Texas	Texas		87					Yes	Yard man	Private family	7896	W	Yes		No				49	
50		1803	15	15	Walton, Willie	Head	R	$2.50		No	M	Neg	39	M	34	No	Yes	Texas	Texas	Texas		87					Yes	Laborer	Bldg. construction	7881	W	No	52	No				50	

ABBREVIATIONS TO BE USED IN COLUMNS INDICATED:

[Use no abbreviations for State or country of birth or for mother tongue (Columns 18, 19, 20, and 21)]

Col. 6—Indicate the home-maker in each family by the letter "H," following the word which shows the relationship, as "Wife—H"

Col. 7—Owned ..... O; Rented ..... R

Col. 9—Radio set .. R. Make no entry for families having no radio set.

Col. 11—Male ..... M; Female ..... F

Col. 12—White ..... W; Negro ..... Neg; Mexican .. Mex; Indian ..... In; Chinese.. Ch; Japanese.. Jp; Filipino ..... Fil; Hindu ..... Hin; Korean ..... Kor; Other races, spell out in full

Col. 14—Single ..... S; Married ..... M; Widowed.. Wd; Divorced .. D

Col. 23—Naturalized . Na; First papers.. Pa; Alien..... Al

Col. 27—Employer ..... E; Wage or salary worker ... W; Working on own account. O; Unpaid worker, member of the family ..... NP

Col. 31—World War ..... WW; Spanish-American War . Sp; Civil War ..... CW; Philippine Insurrection .. Phil; Boxer Rebellion..... Bxr; Mexican Expedition..... Mex

ENTRIES ARE REQUIRED IN THE SEVERAL COLUMNS AS FOLLOWS:

Cols. 6, 11, 12, 13, 14, 16, 18, 19, 20, and 25—For all persons.
Cols. 7, 8, 9, and 10—For heads of families only. (Col. 8 requires no entry for a farm family.)
Col. 15—For married persons only.
Col. 17—For all persons 10 years of age and over.
Cols. 21, 22, and 23—For all foreign-born persons.
Col. 24—For all persons 10 years of age and over.
Cols. 26, 27, and 28—For all persons for whom an occupation is reported in Col. 25.
Col. 30—For all males 21 years of age and over.

12—8087 U. S. GOVERNMENT PRINTING OFFICE: 1930

Form 15-6

DEPARTMENT OF COMMERCE—BUREAU OF THE CENSUS

FIFTEENTH CENSUS OF THE UNITED STATES: 1930

POPULATION SCHEDULE

State: Texas
County: Travis
Township or other division of county: Austin precinct 3 (Insert proper name and also name of class, as township, town, precinct, district, etc. See instructions.)
Incorporated place: Austin City (Insert proper name and also name of class, as city, village, town, or borough. See instructions.)
Ward of city: [illegible]
Block No.:
Unincorporated place: (Enter name of any unincorporated place having approximately 500 inhabitants or more. See instructions.)
Institution: (Insert name of institution, if any, and indicate the lines on which the entries are made. See instructions.)
Enumeration District No. 227-19
Supervisor's District No. 24
Sheet No. 1 B
Enumerated by me on April 2, 1930, Lucy A. Brown, Enumerator.

Line	Street, avenue, road, etc.	House number (in cities or towns)	Number of dwelling house in order of visitation	Number of family in order of visitation	Name (Enter surname first, then the given name and middle initial, if any. Include every person living on April 1, 1930. Omit children born since April 1, 1930)	Relation (Relationship of this person to the head of the family)	Home owned or rented	Value of home, or rent if monthly rental, if rented	Radio set	Does this family live on a farm?	Sex	Color or race	Age at last birthday	Marital condition	Age at first marriage	Attended school or college anytime since Sept. 1, 1929	Whether able to read and write	Place of birth of each person enumerated and of his or her parents. If born in the United States, give State or Territory. If of foreign birth, give country in which birthplace is now situated. (See Instructions.) Distinguish Canada-French from Canada-English, and Irish Free State from Northern Ireland: Person	Father	Mother	Language spoken in home before coming to the United States	Mother tongue (or native language) of foreign born: State or N.T.	Country	Re-gion	Year of immigration to the United States	Naturalization	Whether able to speak English	Occupation (Trade, profession, or particular kind of work, as spinner, salesman, riveter, teacher, etc.)	Industry or business, as cotton mill, dry-goods store, shipyard, public school, etc.	Code (For office use only. Do not write in this column)	Class of worker: Yes or No	If not, line number on Unemployment Schedule	Yes or No	What war or expedition?	Number of farm schedule	
51	Eighteenth				Walton, Nora	Wife H				No	F	Neg	23	M	16	No	Yes	Texas	Texas	Texas								Yes	Cook	Private family	6096	W						51	7181
52					Houston, Lena M	Step Dau				V	F	Neg	9	S		Yes		Texas	Texas	Texas								Yes	None									52	
53		1805	16	16	Hyson, Lewis	Head	R	$12.50		No	M	Neg	23	M	21	No	Yes	Texas	Texas	Texas								Yes	Laborer	Garage	7873	W	Yes		No			53	
54					—, Hogel	Wife H				V	F	Neg	20	M	17	No	Yes	Texas	Texas	Texas								Yes	None									54	
55					—, Roice	Dau				V	F	Neg	2 9/12	S		No		Texas	Texas	Texas								Yes	None									55	
56					—, Alta J.	Dau				V	F	Neg	8/12	S		No		Texas	Texas	Texas								Yes	None									56	
57					Kerr, Joyce	Sis-in-law				V	F	Neg	5 8/12	S		No		Texas	Texas	Texas								Yes	None									57	
58		1805B	17	17	Hill, Maggie	Head H	O	$400		No	F	Neg	42	Wd		No	Yes	Texas	Texas	Texas								Yes	Cook	Private family	6096	W	Yes					58	
59					—, Margaret	Dau				V	F	Neg	19	S		Yes	Yes	Texas	Texas	Texas								Yes	Cook	Private family	6096	W	Yes					59	
60					—, Pearl E.	Dau				V	F	Neg	18	S		Yes	Yes	Texas	Texas	Texas								Yes	Laundress	Private family	6596	W	Yes					60	
61					—, Willie R.	Son				V	M	Neg	17	S		No	Yes	Texas	Texas	Texas								Yes	Presser	Tailor shop	7710	W	Yes					61	
62	Salina	17[illegible]	18	18	Hancock, James	Head	O	$800	R	No	M	Neg	24	M	23	No	Yes	Texas	Texas	Texas								Yes	Presman	Tailor shop	7710	W	Yes		No			62	
63					—, Sarah	Wife H				V	F	Neg	24	M	23	No	Yes	Texas	Texas	Texas								Yes	Bookkeeper	Doctor's office	6794	W	Yes					63	
64		1710	19	19	Mason, Robert	Head	R	$10		No	M	Neg	45	M	23	No	Yes	Texas	Texas	Texas								Yes	Truck driver	Transfer	4180	O	Yes		No			64	
65					—, Maud	Wife H				V	F	Neg	36	M	14	No	Yes	Texas	Alabama	Alabama								Yes	None									65	
66					—, Mann	Son				V	F	Neg	19	S		No	Yes	Texas	Texas	Texas								Yes	None									66	
67		1700	20	20	Hermann, Ona	Head H	O	$1000		No	F	W	68	Wd		No	No	Norway	Norway	Norway	Norwegian		05	05	V	1890	Na	Yes	None									67	
68					—, Meta	Dau				V	F	W	27	S		No	Yes	Texas	Germany	Norway			87	13	O			Yes	Bookkeeper	Sports store	6790	W	Yes					68	
69		1600	21	21	Franks, Claude R	Head	R	$10		No	M	W	37	M	20	No	Yes	Texas	Texas	Texas								Yes	Yardman	Cemetery	7896	W	Yes		No			69	
70					—, Beulah	Wife H				V	F	W	35	M	18	No	Yes	Texas	Texas	Texas								Yes	None									70	
71					—, Raymond	Son				V	M	W	14	S		No	Yes	Texas	Texas	Texas								Yes	Laborer	Bldg. construc.	7811	W	Yes					71	
72					—, Roy	Son				V	M	W	11	S		No	No	Texas	Texas	Texas								Yes	None									72	
73					—, Harvey	Son				V	M	W	7	S		Yes		Texas	Texas	Texas								Yes	None									73	
74					—, Lillian	Dau				V	F	W	5 4/12	S		No		Texas	Texas	Texas								Yes	None									74	
75					—, Joy	Dau				V	F	W	1 1/12	S		No		Texas	Texas	Texas									None									75	
76					Swank, Violet	Sis-in-law				V	F	W	16	S		No	Yes	Texas	Texas	Texas								Yes	None									76	
77	Seventeenth	1601	22	22	Woodward, P. L.	Head	O	$4000		No	M	W	56	M	21	No	Yes	Texas	Texas	Texas								Yes	Rock mason	Contractor	0381	O	Yes		No			77	
78					—, Mattie	Wife H				V	F	W	63	M	38	No	Yes	Texas	Texas	Mississippi								Yes	None									78	
79					Porter, Lillian	Niece H				V	F	W	20	S		No	Yes	Texas	Texas	Texas								Yes	None									79	
80		1610	23	23	Seabaugh, Flora	Head H	O	$2000		No	F	W	73	S		No	Yes	Texas	Pennsylvania	Indiana								Yes	None									80	
81		1604	24	24	Washington, Andrew	Head	O	$1000	R	No	M	Neg	52	M	34	No	Yes	Texas	Louisiana	Louisiana								Yes	Porter	Grocery store	7890	W	Yes		No			81	
82					—, Maggie	Wife H				V	F	Neg	48	M	20	No	Yes	Texas	Louisiana	Texas								Yes	None									82	
83					—, Frank	Son				V	M	Neg	27	S		No	Yes	Texas	Texas	Texas								Yes	Agent	Insurance	8885	W	Yes		No			83	
84					—, Willie J.	Son				V	M	Neg	25	S		No	Yes	Texas	Texas	Texas								Yes	Porter	Barber shop	7996	W	Yes		No			84	
85		1602	25	25	Shields, Thomas	Head	O	$875		No	M	Neg	57	M		No	Yes	Texas	Texas	Texas								Yes	Odd jobs	Private family	7896	W	Yes		No			85	
86					—, Sarah	Wife H				V	F	Neg	65	M		No	Yes	Texas	Texas	Texas								Yes	Maid	Private family	8516	W	Yes					86	
87					Eagles, Janey	Step dau				V	F	Neg	24	M	15	No	Yes	Texas	Texas	Texas								Yes	None									87	
88					—, Marion A.	Son-in-law				V	M	Neg	27	M	18	No	Yes	Texas	Texas	Texas								Yes	None									88	
89					—, Willie M.	Gran-dau				V	F	Neg	10	S		No	Yes	Texas	Texas	Texas								Yes	None									89	
90	Salina	1600	26	26	Lott, Jessie	Head H	R	$8		No	F	Neg	38	D		No	Yes	Texas	Texas	Texas								Yes	Cook	Private family	6096	W	No	3				90	
91					—, Jody B.	Dau				V	F	Neg	15	S		Yes	Yes	Texas	Texas	Texas								Yes	None									91	
92					—, Elizabeth	Dau				V	F	Neg	8	S		Yes		Texas	Texas	Texas								—	None									92	
93					Davidson, Lizzie	Sister				V	F	Neg	31	D		No	Yes	Texas	Texas	Texas								Yes	Cook	Lunch room	6091	W	Yes		No			93	
94		1603	27	27	Donley, Anton	Head	O	$900		No	M	Neg	73	Wd		No	Yes	Texas	Irish Free State	Mexico			87	04	8			Yes	None									94	
95					—, Ramon	Son				V	M	Neg	38	M	29	No	Yes	Texas	Texas	Mexico			87	45	2			Yes	Barber	Barber shop	8096	O	Yes		No			95	
96					—, Dolores	Daughter-in-law				V	F	Neg	30	M	21	No	Yes	Mexico	Mexico	Mexico	Spanish		90	45	V	1917	Na	Yes	None									96	
97					—, Lolita	Gran-dau				V	F	Neg	7	S		No		Mexico (Span. Cit.)	Texas	Mexico			X0	45	2	1929		—	None									97	
98					—, Ramon Jr.	Gran-son				V	M	Neg	6	S		No		Mexico (Span. Cit.)	Texas	Mexico			X0	45	2	1929		—	None									98	
99					—, Herlinda	Gran-dau				V	F	Neg	4 2/12	S		No		Texas	Texas	Mexico			X7	45	2			—	None									99	
100					—, Manuel	Gran-son				V	M	Neg	2 9/12	S		No		Mexico (Span. Cit.)	Texas	Mexico			X0	45	2			—	None									100	

ABBREVIATIONS TO BE USED IN COLUMNS INDICATED:
[Use no abbreviations for State or country of birth or for mother tongue (Columns 18, 19, 20, and 21)]

Col. 6—Indicate the home-maker in each family by the letter "H," following the word which shows the relationship, as "Wife—H"
Col. 7—Owned ..... O
Rented ..... R
Col. 9—Radio set ... R
Make no entry for families having no radio set.
Col. 11—Male ..... M
Female ..... F
Col. 12—White ..... W
Negro ..... Neg
Mexican ..... Mex
Indian ..... In
Chinese ..... Ch
Japanese ..... Jp
Filipino ..... Fil
Hindu ..... Hin
Korean ..... Kor
Other races, spell out in full
Col. 14—Single ..... S
Married ..... M
Widowed ..... Wd
Divorced ..... D
Col. 23—Naturalized ..... Na
First papers ..... Pa
Alien ..... Al
Col. 27—Employer ..... E
Wage or salary worker ..... W
Working on own account ..... O
Unpaid worker, member of the family ..... NP
Col. 31—World War ..... WW
Spanish-American War ..... Sp
Civil War Civ
Philippine Insurrection ..... Phil
Boxer Rebellion ..... Box
Mexican Expedition ..... Mex

ENTRIES ARE REQUIRED IN THE SEVERAL COLUMNS AS FOLLOWS:
Cols. 6, 11, 12, 13, 14, 16, 18, 19, 20, and 25—For all persons.
Cols. 7, 8, 9, and 10—For heads of families only. (Col. 8 requires no entry for a farm family.)
Col. 15—For married persons only.
Col. 17—For all persons 10 years of age and over.
Cols. 21, 22, and 23—For all foreign-born persons.
Col. 24—For all persons 10 years of age and over.
Cols. 26, 27, and 28—For all persons for whom an occupation is reported in Col. 25.
Col. 30—For all males 21 years of age and over.

11—9027

REGISTRATION CARD—(Men born on or after February 17, 1897 and on or before December 31, 1921)

SERIAL NUMBER T 2834

1. NAME (Print)
WILLIE (First) WALTON (Middle) Sr (Last)

ORDER NUMBER T 11403

2. PLACE OF RESIDENCE (Print)
1010 GUNIPTER (Number and street) AUSTIN (Town, township, village, or city) TRAVIS (County) TEXAS (State)

[THE PLACE OF RESIDENCE GIVEN ON THE LINE ABOVE WILL DETERMINE LOCAL BOARD JURISDICTION; LINE 2 OF REGISTRATION CERTIFICATE WILL BE IDENTICAL]

3. MAILING ADDRESS
SAME
[Mailing address if other than place indicated on line 2. If same insert word same]

4. TELEPHONE
2 7897
(Exchange) (Number)

5. AGE IN YEARS
41

DATE OF BIRTH
JULY (Mo.) 6 (Day) 1900 (Yr.)

6. PLACE OF BIRTH
AUSTIN, TRAVIS (Town or county)
TEXAS (State or country)

7. NAME AND ADDRESS OF PERSON WHO WILL ALWAYS KNOW YOUR ADDRESS
MRS. MISSOURI WALTON 1010 GUNIPTER ST. AUSTIN, TEXAS

8. EMPLOYER'S NAME AND ADDRESS
SELF EMPLOYED

9. PLACE OF EMPLOYMENT OR BUSINESS
1010 GUNIPTER (Number and street or R. F. D. number) AUSTIN (Town) TRAVIS (County) TEXAS (State)

I AFFIRM THAT I HAVE VERIFIED ABOVE ANSWERS AND THAT THEY ARE TRUE.

Willie Walton (Registrant's signature)

D. S. S. Form 1
(Revised 1-1-42)

(over)

☆ GPO 16—21630-1

By [illegible] Deputy.

Emilie Limberg County Clerk.

THE STATE OF TEXAS

No. 1112

Marriage License

X

COUNTY OF TRAVIS

To any Regularly Licensed or Ordained Minister of the Gospel, Jewish Rabbi, Judge of the District or County Court, or any Justice of the Peace in the State of Texas

GREETING:

YOU ARE HEREBY AUTHORIZED TO SOLEMNIZE THE

Rites of Matrimony

Between Mr. Willie Walton

and Miss Helen Elizabeth Goode

and make due return to the Clerk of the County Court of said County within sixty days thereafter, certifying your action under this License.

WITNESS *my official signature and seal of office at office in Austin, Texas, this the* 26 *day of* June *A. D. 194*4.

(SEAL)

Emilie Limberg Clerk, County Court

By _____ Deputy.

I, E. A. Gibbs, hereby certify that on the 26th day of June, A. D. 194 4, I united in Marriage Mr. Willie Walton and Miss Elizabeth Goode, the parties above named.

Other 10 -- No Title
The Austin Statesman (1921-1973); Jun 27, 1944;
ProQuest Historical Newspapers: The Austin American Statesman
pg. 5

Local Courts

53RD DISTRICT COURT
(Gardner, Judge)
Grand Jury scheduled to reconvene Tuesday.
Jena Thomas Phelps vs Harry E. Phelps, for divorce; granted.
Filed:
Ralph C. Goeth vs A. F. Kelley, et al., on note and foreclosure.
Ex Parte: Beatrice De La Rosa, for change of name.
Bertha Ramey vs Joe Ramey, for divorce.

98TH DISTRICT COURT
(Moore, Judge)
T. J. Harper vs Velmarene Harper, for divorce; filed.

126TH DISTRICT COURT
(Archer, Judge)
Ernest F. Woodworth vs Adele Woodworth, for divorce; granted..
Filed:
Mrs. Lucille Laramore vs Floyd Laramore, for divorce.
Mary Reeves vs A. F. Reeves, for divorce.
Cecil Law vs Harvey C. Law, for divorce and injunction.
John H. Gabbert vs Mildred I Gabbert, for divorce.
Richard Ravanelli, administrator, et al vs Rose Merlo Perella and husband, for partition.
Charlie Jones vs Jewel Jones, for divorce.
Catherine Corbitt vs Eugene Corbitt, for divorce.

COUNTY COURT-AT-LAW
(Doom, Judge)
State of Texas vs Blank Miller, charged with aggravated assault; filed.

COUNTY COURT
(Matthews, Judge)
Estate of James Hardy Sutton, deceased; will admitted to probate as muniment of title.
Estate of Bessie Lee Schwarzer, minor; Mrs. Pearl Schwarzer appointed guardian of estate.
Estate of Albert Lohmann, deceased, will admitted to probate as muniment of title.

JUSTICE OF THE PEACE COURT
(Johnson, Judge)
State of Texas vs Arnold Hennington, charged with child desertion; filed.

MARRIAGE LICENSES ISSUED
(Miss Emilie Limberg, county clerk)
Tommie Haffelder and Elizabeth Hemphill.
James F. Grove III and Caroline Stahely.
James Willis Edminster and Josephine Elizabeth Law.
Luke A. Benton and Elaine J. Armstrong.
Louis Trujillo and Rosa Rangel.
William L. Callan and Louise Greer.
James T. Ward and Lottie Lawrence.
Tom Malone and Alma Glenn.
Joe C. Waits and Ethel Fay Strong.
Willie Walton and Helen Elizabeth Goode.
Edgar B. Carter and Ada Belle Hodge.
Elpidio Flores and Petra Robles.
Walter L. Gorsline, Jr. and Mary Jo Tanner.
Theodore S. Spaniak and Winnie Mae Brooks.
Vern A. Hardy, Jr. and Lillian Genene Voight.
Joseph Kivasnik and Louise Basey.
William R. New and Lorraine Gillaspy.

Reproduced with permission of the copyright owner. Further reproduction prohibited without permission.

Other 4 -- No Title
The Austin Statesman (1921-1973); Jun 28, 1946;
ProQuest Historical Newspapers: The Austin American Statesman
pg. 7

COURT PROCEEDINGS

53RD DISTRICT COURT
(Gardner, Judge)

Warren Ball et al vs. Lomis Slaughter, et al, for damages; filed.

Great Northern Life Insurance Company vs. Jesse James, state treasurer, et al; dismissed on motion of plaintiff.

Illinois Bankers Assurances Company vs. George B. Butler, et al., for recovery of gross premium tax; judgment for state.

98TH DISTRICT COURT
(Betts, Judge)

Henry Harper vs. Great Western Investment Company, et al, damages for conversion; filed.

Charles Conolly and Genevia Conolly vs. R. C. Hallmark, for breach of contract; filed.

Ex Parte: Joyce Louise Long, a minor; for removal of disabilities of minority; granted.

Horace Shelton et al., vs. Eva Williams et al, for partition; partition ordered.

Ex Parte: W. W. Carey, habeas corpus; relator declared sane by jury; ordered released from Austin State Hospital and remanded to custody of sheriff.

State ex rel R. Emmett Morse vs. Continental Distilling Sales Company, et al, for injunction; filed.

126TH DISTRICT COURT
(Archer, Judge)

Lucille Wells Bauer vs. J. P. Bauer, for divorce; filed.

Dorothy Odell Burd vs. Thomas John Burd, for divorce; filed.

Algere Alexander vs. Gilbert Alexander, Jr., for divorce; filed.

Freida N. Peck vs. Paul B. Peck, for divorce; filed.

Mary Edith Ott vs. Ross Joseph Ott, for divorce; filed.

Sammie H. Cordell vs. Thelma Lee Cordell, for divorce; filed.

Opal Wuneberger vs. Henry Wuneberger, for divorce; filed.

Frances Lillian Jones vs. C. Roy Jones, for divorce; filed.

Ex Parte: Raymond Edward Waddell, for removal of disabilities of minority; granted.

William S. Greig, Jr., vs. Martha Greig, for divorce; filed.

COUNTY COURT-AT-LAW
(Sparks, Judge)

State vs. Booker T. Harden, charged with driving while intoxicated; motion for new trial granted.

State vs. Zeno Clark, charged with aggravated assault with motor vehicle; motion for new trial overruled.

State vs. York Alexander, Lorine Shannon, Raymond Hill, Marvin Forest Shannon, and Morris Henderson; defendants' bonds forfeited for failure to appear on motions for new trial.

State vs. Clifford Childress, aggravated assault complaint filed.

State vs. Earnest P. Mathieu, complaint of unlawfully carrying arms filed.

State vs. Paul Newsom, aggravated assault complaint filed.

Louis A. Joseph vs. W. T. Chapman, forcible detainer; filed.

Lydia Littman vs. John A. Niedermann, on note; filed.

PROBATE COURT
(Matthews, Judge)

Estate of Manson Waters; for community administration; application filed.

Estate of Edd Attra, will and application for probate filed.

JUSTICE OF THE PEACE COURT
(Thurman, Justice)

State vs. Willis Walton alias "Boots" Walton, complaint of passing forged instrument filed.

State vs. Bernice Beatrice Dumas, complaint of forgery and passing forged instrument filed.

State vs. James Edward Smith, automobile theft complaint filed.

Reproduced with permission of the copyright owner. Further reproduction prohibited without permission.

Five Arrested In Vice Raids
The Austin Statesman (1921-1973); Jul 12, 1949;
ProQuest Historical Newspapers: The Austin American Statesman
pg. 20

Five Arrested In Vice Raids

Three women and two men have been arrested following a series of vice raids on three local hotels.

A 19-year-old Latin American woman was picked up at one hotel, a 23-year-old white woman at another one, and a 44-year-old white woman in a third hotel.

Detective Herbert Taylor also arrested Willie Walton, 49-year-old Negro of 1605 Leona. He was charged with "procuring" in a complaint filed in County Court-at-Law by Detectives T. S. Weaver and Merle Wells.

A complaint of sodomy was filed against William Albert Hickey, 30, of 605 West 28th, in Justice Frank McBee's Court by Taylor and Officer Barney Priest.

The three women were being processed through the veneral disease clinic Tuesday.

In another case, not related to these hotel raids, Quint Johnson, 21, was charged with aggravated assault in County Court-at-Law by Detective Joe Perry. The charge was in connection with a two-year-old girl who complained of a man playing with her.

Heart Attack Kills Dallas School Aide

DALLAS, July 12.—(INS)—Final rites for Gabe P. Allen, 55, consulting attorney for the Dallas Board of Education, were held Tuesday morning at Dallas.

Allen died at his home Monday following a heart attack.

Reproduced with permission of the copyright owner. Further reproduction prohibited without permission.

Patient Braves Norther
The Austin Statesman (1921-1973); Sep 17, 1951;
ProQuest Historical Newspapers: The Austin American Statesman
pg. 8

Patient Braves Norther

A 29-year-old patient who wandered away from the State Hospital five days ago lived through the season's first norther and heavy rains in the open on old University Airport.

Detective T. S. Weaver found the woman in a clump of brush about two blocks east of the runway of the old airport Sunday.

She had been reported seen by a bird hunter who was at the airpair Sunday morning training a dog.

Weaver said the woman's clothes were sodden from the rains and torn by brush. She was too weak to walk through the tall grass of the airport to the highway. She had slept on a bed of weeds.

Weaver gave the famished woman a hot cup of coffee, identified her and took her back to the State Hospital. She was immediately placed under a physician's care.

Head-on Crash Proves Miracle

Two Austin men narrowly escaped injury in an action-filled traffic ccident at East 13th and Leona Streets Sunday night.

Cars driven by Willie Walton, 50, of 1605 Leona, and Illy Williams, 36, of 1701 East 14th, smashed together at the intersection. Police said Williams' car spun 35 feet down the street and turned over. Walton's car skidded 45 feet before the impact and then 23 feet more, according to Accident Investigator C. H. Petri.

The two men were shaken up but not hurt.

Texas Association Receives Merit Award

The Texas Motor Transportation Association received an award of merit in competition with 1,100 other trade associations at the American Association of Trade Executives' annual meeting in Chicago, Ill., Monday.

The award was presented to James E. Taylor, executive director of the association.

Reproduced with permission of the copyright owner. Further reproduction prohibited without permission.

Other 11 -- No Title
The Austin Statesman (1921-1973); Jan 11, 1952;
ProQuest Historical Newspapers: The Austin American Statesman
pg. 18

PUBLIC RECORDS

126TH DISTRICT COURT
(Jack Roberts, Judge)

A. A. Kelso vs. Lee Owens Kelso, divorce, granted.

D. N. Harrell vs. W. B. Harrell Jr., divorce, granted.

L. A. Driscoll vs. Harriet Driscoll, divorce, granted.

Joyce Young vs. Ray Young, divorce, granted.

Betty Jennings Homesley vs. Otis Homesley, divorce, granted.

Albert R. Machel vs. Helen M. Machel, divorce, granted.

Charles E. Street vs. Virginia Lee Street, divorce, granted.

Jessie Sprouse vs. Clyde Sprouse, divorce, granted.

Helen E. Walton vs. Willie Walton Sr., divorce, granted.

Lucille Furnish vs. Forest Furnish, divorce, granted.

O. L. Ragland vs. Gertrude Ragland, divorce, granted.

Stanley Lawson vs. Dorothy M. Lawson, divorce, granted.

Ruth Shelby vs. Herman Shelby, divorce, granted.

In Re: Gene Alan Prim, removal of disabilities of minority, granted.

98TH DISTRICT COURT
(Charles Betts, Judge)

In Re: Antonio Regaido, removal of disabilities of minority, filed.

The State of Texas vs. Universal Engineering Company, forfeiture of charter, filed.

The State of Texas vs. Maguire Industries, Inc., forfeiture of charter, filed.

The State of Texas vs. Film Classics, Inc., forfeiture of charter, filed.

53RD DISTRICT COURT
(Harris Gardner, Judge)

Frankie Dee Henderson vs. Hubert Gerald Henderson, divorce, granted.

COUNTY COURT
(Tom Johnson, Judge)

Estate of William N. Daniells, deceased, filed for probate as a muniment of title.

Estate of Dudley D. Smyth, deceased, filed. Mrs. Mattie Smyth applicant for appointment as executrix.

Estate of Secondina Botto Canova, deceased, filed. Winnie C. Dement applicant for appointment as executrix.

COUNTY COURT-AT-LAW
(Mace Thurman Jr., Judge)

Herschel Raymond Medford, operating motor vehicle without owner's consent, six months.

Emmett A. Anderson, 1702 East 18th Street, reckless driving, on appeal from Corporation Court.

Elroy Lee, 1180 Oak Grove, driving while license suspended, filed.

Claud M. Russey Jr., 5403 Harmon Avenue, negligent collision, on appeal from Corporation Court.

Edward H. McKnight, 910 East 44th Street, negligent collision, on appeal from Corporation Court.

Mario Luengas, 2009 Guadalupe, leaving scene of accident, on appeal from Corporation Court.

Mario Luengas, 2009 Guadalupe, negligent collision, on appeal from Corporation Court.

Kenneth G. Simpson, embezzlement, filed.

Paul O'Connor, 702 San Antonio Street, Apt. 104, negligent collision, on appeal from Corporation Court.

MARRIAGE LICENSES ISSUED
(Emilie Limberg, Clerk)

Walter Arnold Spencer and Avis Ruth Johnson.

Lonnie B. Roberts Sr. and Pauline Smallwood Roberts.

Billy Norel Hill and Gail Moore.

Everett Sims Jr. and Lottie Lasha.

Armondo DeLeon Jr. and Teresita Torres.

Lupe Acosta Lafuente and Gloria Castillo.

NEW CARS REGISTERED
(Steve Heffington, Assessor-Collector)

I. B. Clark, Dodge.

Howard Kuhlman, Mercury.

Barry A. Sullivan, Buick.

E. E. True, Chevrolet.

Leroy Hill, Chevrolet.

Mrs. Margaret J. Merchant, Chevrolet.

Norman L. Horn, Chevrolet.

John E. Bruer, Chevrolet.

Vera M. and Edward L. Palmer, Plymouth.

Esther Slaughter, Pontiac.

Reproduced with permission of the copyright owner. Further reproduction prohibited without permission.

Block-Austin-730-320-11134

THE STATE OF TEXAS No. 1418

Marriage License

COUNTY OF TRAVIS

To any Person Authorized by the Laws of the State of Texas to Celebrate the Rites of Matrimony in the State of Texas

GREETING:

YOU ARE HEREBY AUTHORIZED TO SOLEMNIZE THE

Rites of Matrimony

Between Mr. Virgil Sutherland, Jr.

and Miss Helen Alice Trimble

and make due return to the Clerk of the County Court of said County within sixty days thereafter, certifying your action under this License.

WITNESS *my official signature and seal of office at office in Austin, Texas.*

this the 1st *day of* September

A. D. 19 60

(SEAL)

EMILIE LIMBERG
Clerk, County Court.

By M. Morris
Deputy.

I, a Minister of the Gospel *, hereby certify that on the* 3rd *day of* Sept. *, A. D. 19* 60 *, I united in Marriage Mr.* Virgil Sutherland, Jr. *and Miss* Helen Alice Trimble *, the parties above named.*

WITNESS *my hand this* 3rd *day of* Sept. *, A. D. 19* 60.

Albert F. Jesse - St. Paul Lutheran Ch.

Returned and filed for record the 7 *day of* September *, 19* 60 *, and recorded the* 7 *day of* September *, 19* 60

By Frieda Wacker *Deputy.*

1905 Pasadena

EMILIE LIMBERG
County Clerk.

THE STATE OF TEXAS No. 1433

Marriage License

COUNTY OF TRAVIS

To any Person Authorized by the Laws of the State of Texas to Celebrate the Rites of Matrimony in the State of Texas

GREETING:

YOU ARE HEREBY AUTHORIZED TO SOLEMNIZE THE

Rites of Matrimony

Between Mr. Clarence Eddie Bankston

and Miss Judy Elaine Carroll

and make due return to the Clerk of the County Court of said County within sixty days thereafter, certifying your action under this License.

WITNESS *my official signature and seal of office at office in Austin, Texas.*

this the 2nd *day of* September

A. D. 19 60

(SEAL)

EMILIE LIMBERG
Clerk, County Court.

By M. Morris
Deputy.

I, Leroy Russell *, hereby certify that on the* 2nd *day of* September *, A. D. 19* 60 *, I united in Marriage Mr.* Clarence Eddie Bankston *and* Miss Judy Elaine Carroll *, the parties above named.*

WITNESS *my hand this* 6th *day of* September *, A. D. 19* 60.

Leroy Russell, Pastor Asbury Methodist Church, Austin, Texas.

Returned and filed for record the 7 *day of* September *, 19* 60 *, and recorded the* 7 *day of* September *, 19* 60

By Frieda Wacker *Deputy.*

3403 North Shephard Apt 69 Houston, Texas.

EMILIE LIMBERG
County Clerk.

Block-Austin-730-320-11134

THE STATE OF TEXAS No. 1449

Marriage License

COUNTY OF TRAVIS

To any Person Authorized by the Laws of the State of Texas to Celebrate the Rites of Matrimony in the State of Texas

GREETING:

YOU ARE HEREBY AUTHORIZED TO SOLEMNIZE THE

Rites of Matrimony

Between Mr. Willie Walton, Sr.

and Mrs. Goldie M. Henderson

and make due return to the Clerk of the County Court of said County within sixty days thereafter, certifying your action under this License.

WITNESS *my official signature and seal of office at office in Austin, Texas.*

this the 2nd *day of* September

A. D. 19 60.

(SEAL)

EMILIE LIMBERG
Clerk, County Court.

By M. Morris
Deputy.

I, Rev. G. M. Relerford *, hereby certify that on the* 2nd *day of* September *, A. D. 19* 60 *, I united in Marriage Mr.* Willie Walton, Sr. *and Miss* Goldie M. Henderson *, the parties above named.*

WITNESS *my hand this* 2 *day of* Sept. *, A. D. 19* 60.

Rev. G. M. Relerford

Returned and filed for record the 7 *day of* September *, 19* 60 *, and recorded the* 7 *day of* September *, 19* 60

By Frieda Wacker *Deputy.*

1707 Walnut

EMILIE LIMBERG
County Clerk.

THE STATE OF TEXAS No. 1179

Marriage License

COUNTY OF TRAVIS

To any Person Authorized by the Laws of the State of Texas to Celebrate the Rites of Matrimony in the State of Texas

GREETING:

YOU ARE HEREBY AUTHORIZED TO SOLEMNIZE THE

Rites of Matrimony

Between Mr. Eddie Harris

and Mrs. Velma Coulter

and make due return to the Clerk of the County Court of said County within sixty days thereafter, certifying your action under this License.

WITNESS *my official signature and seal of office at office in Austin, Texas.*

this the 27th *day of* July

A. D. 19 60.

(SEAL)

EMILIE LIMBERG
Clerk, County Court.

By Bertha Zuch
Deputy.

I, Rev. J. H. McClain *, hereby certify that on the* 1st *day of* Sept. *, A. D. 19* 60 *, I united in Marriage Mr.* Eddie Harris *and Mrs.* Velma Coulter *, the parties above named.*

WITNESS *my hand this* 1st *day of* Sept. *, A. D. 19* 60

Rev. J. H. McClain
1619 S. 2nd Austin, Texas.

Returned and filed for record the 7 *day of* September *, 19* 60 *, and recorded the* 7 *day of* September *, 19* 60.

By Frieda Wacker *Deputy.*

EMILIE LIMBERG
County Clerk.

'Boots' Walton keeps busy playing old hymns on piano
CHRIS PETRISON American-Statesman Staff
The Austin American Statesman (1973-1980); Feb 7, 1980;
ProQuest Historical Newspapers: The Austin American Statesman
pg. J1

Staff Photo by Chris Petrison

'Boots' Walton plays the piano

'Boots' Walton keeps busy playing old hymns on piano

By CHRIS PETRISON
American-Statesman Staff

Several times a day Willie "Boots" Walton walks over to the piano which dominates the small living room in his modest East Austin apartment and plays one or two of his favorite hymns.

The 79-year-old man's fingers run magically over the keyboard and his voice booms the words to the songs.

And as he plays he remembers a past that is centered around his music and the piano.

The instrument earned him a living when he was young and brought him peace when he was old, Walton says.

The piano man's career spans seven decades with the early part of it spent in black bars and roadhouses throughout Texas, where he played blues and ragtime music and the later part in churches playing hymns.

Walton is credited with bringing the famous "Pine Top Boogie Woogie" to Austin.

"I first learned it in Houston and started playing it here in Austin," recalls the old man, who during the 1930's was nicknamed "Pine Top."

And even though Walton can whip up tunes on the piano that stir an audience to dance and song, he can't read a note of music.

"People are always bringing me

See 'Boots,' Page 6

Reproduced with permission of the copyright owner. Further reproduction prohibited without permission.

'Boots'

From Page 1

music to play. But I can't play it until I hear it once or twice," he said.

Walton is one of those gifted people who plays the piano "by ear."

It all started, he says, when his sister took piano lessons in their East Austin home.

"I would watch her and then just sit down and play the song. I started playing with one finger when I was seven-years-old then gradually worked up to using both hands," he said.

By the time he was 12-years-old he joined a neighborhood jazz group called the Raw Garden and played with the "Corley" boys — who are all dead now, according to Walton.

A few years later he was traveling with medicine and vaudeville shows playing blues on the piano.

When the St. Williams Carnival minstrel group, one of the shows Walton traveled with during those early days, announced its plans to move the act to Louisiana, the piano man dropped out and began earning his living performing in Texas nightspots.

And more than one club proved to be dangerous for the Austin native.

"Look here," says Walton as he strips off his shirt, revealing a 10-inch scar on his back.

"That's where some gal cut me with a razor blade while I was playing the piano one night," he said.

Walton added that the girls always liked the piano players in nightspots and often got jealous — leading some of them to do crazy things.

In 1937 he quit show business and returned to Austin to settle down — all because of a woman.

"I fell in love with a preacher's daughter who got me to stop playing the blues and start playing gospel music," he said.

The preacher's daughter later became his wife.

Since then he's been playing gospel music Wednesday nights and Sunday mornings in area churches.

And according to Walton, if he had it to do all over again, he would have spent his life playing hymns, not the blues.

Reproduced with permission of the copyright owner. Further reproduction prohibited without permission.

Birth Notice 1 -- No Title
The Austin Statesman (1921-1973); Apr 12, 1960;
ProQuest Historical Newspapers: The Austin American Statesman
pg. 8

THE STATESMAN CONGRATULATES

SETON

MR. and MRS. PAUL WALLER JR., 1519-A Brackenridge Apts., a boy, Thursday.

MR. and MRS. CHARLES PSENCIK, 5501 Wellington, a girl, Thursday.

MR. and MRS. ROBERT BROWN, 4913 Woodview, a girl, Thursday.

A-1C and MRS. JOE CALDWELL, 2211 Post Road, a boy, Thursday.

MR. and MRS. HIRAM SUTTON, 5800 Avenue G, a boy, Thursday.

MR. and MRS. VALTER GLEASON, San Marcos, a girl, Friday.

MR. and MRS. ROBERT MANNING, 1910 Wheless Lane, a girl, Friday.

A-2C and MRS. STEVEN GULLO, 606 Hammack Drive, a girl, Friday.

MR. and MRS. OSEPH HILBIG, 1606 Redd, a boy, Saturday.

MR. and MRS. ROBLEY MATTHEWS, 2109 Bowman, a girl, Saturday.

MR. and MRS. FRANKLIN BOATRIGHT, Rt. 4, Box 324 F, a girl, Saturday.

MR. and MRS. JEFFERSON DAVIS JR., 3513 Windsor, a girl, Sunday.

ST. DAVID'S

MR. and MRS. JOE LaVALLE, 1305 Suffolk, a boy, Thursday.

MR. and MRS. RONALD GRISWOLD, 2108 Mahone Avenue, a boy, Thursday.

MR. and MRS. JIM W. COLLINS, 8802 Burnet Road, a boy, Friday.

MR. and MRS. DAN M. YOUNGBLOOM, 7705 Woodrow, a boy, Friday.

MR. and MRS. RAMIRO DIAZ, 1101 East 8th Street, a boy, Friday.

MR. and MRS. CHARLES D. WARD, 1401-B Braes Ridge, a boy, Saturday.

MR. and MRS. C. E. MEYER, 2105 Peachtree, a boy, Saturday.

MR. and MRS. WILLIAM C. LINDER, 1902 Romeria Drive, a boy, Saturday.

BRACKENRIDGE

MR. and MRS. JIMMY WARE, 105 Longfellow, a boy, Thursday.

MR. and MRS. DAVID VEGA, 2711 East 4th Street, a boy, Thursday.

MR. and MRS. WILLIE SAULS, 1204 Bob Harrison, a girl, Thursday.

MR. and MRS. RAYMOND SHERMAN, 5101 Martin Avenue, a boy, Thursday.

MR. and MRS. JOE SOTO, 1410 Comet, a boy, Friday.

MR. and MRS. ALFRED MILLER, 1308 Redwood Street, a girl, Friday.

MR. and MRS. WILLIE SCOTT, 2103 New York Avenue, a boy, Friday.

MR. and MRS. RUDOLFO TORRES, 60 East Avenue, a girl, Saturday.

MR. and MRS. AURELINO GRANADO, 805 Maude Street, a boy, Saturday.

MR. and MRS. EDWIN T. EPPES, 2710 East 22nd Street, a girl, Saturday.

MR. and MRS. LOUIS M. FOWLER, 2208 East 14th Street, a boy, Saturday.

MR. and MRS. CRUZ BANDA, Rt. 1, Box 282, a boy, Saturday.

MR. and MRS. WILLIE D. WALKER, 1908 Cornwell, a boy, Sunday.

MR. and MRS. PETE CASTILLO, 903 Midway, a girl, Sunday.

HOLY CROSS

MR. and MRS. ANDRES HERNANDEZ, 6311 El Mirando, a boy, Thursday.

MR. and MRS. SALVADO LARA, 2933 Eckert, a girl, Thursday.

MR. and MRS. JOHN HARDEMAN, 3602 Webberville Road, a boy, Friday.

MR. and MRS. ALLEN L. PIERCE, 4902 Avenue G, a boy, Friday.

MR. and MRS. CHARLES VICKERS, 3516 Webberville Road, a boy, Friday.

MR. and MRS. ESTROBERTO MARTINEZ, 1508 East 2nd Street, a girl, Saturday.

MR. and MRS. RICHARD GONSALEZ, 68-A Comal, a girl, Sunday.

Reproduced with permission of the copyright owner. Further reproduction prohibited without permission.

Birth Notice 1 -- No Title
The Austin Statesman (1921-1973); Feb 28, 1962;
ProQuest Historical Newspapers: The Austin American Statesman
pg. 9

The Statesman Congratulates

BRACKENRIDGE

MR. and MRS. BENNY COX, 5014 Burnett, a girl, Thursday.

MR. and MRS. JOHN WRIGHT, 1801 Willow, a boy, Thursday.

MR. and MRS. RUBEN PEREZ, 908 Capital Court, a girl, Thursday.

MR. and MRS. LARRY RHOADES, 5309 Duval, a boy, Thursday.

MR. and MRS. RON DYER, 1215-A Brackenridge Apts, a girl, Thursday.

MR. and MRS. ALBERT QUINTON, 1132-E Mason, a boy, Friday.

MR. and MRS. JESSE MARTINEZ, 2913 Lyons, a girl, Frdiay.

MR. and MRS. KERMIT STUART, 3509 Whitely, a girl, Friday.

MR. and MRS. DENETRIO QUINONEZ, 5603 Riverside Drive, a girl, Friday.

MR. and MRS. TOM MALDONADO, 3104 Stokes, a boy, Saturday.

MR. and MRS. ISRAEL ARONDONDO, 2214 Haskell, a girl, Saturday.

MR. and MRS. LARGE ARNOLD, 1606 East 10th, Apt. D, a girl, Saturday.

MR. and MRS. MIKE ALEMAN, 1123½ Henninger, a girl, Saturday.

MR. and MRS. ERNEST LUNA, 1005 East 8th, a boy, Saturday.

MR. and MRS. JIMMY WARE, 2105 Longfellow, a girl, Sunday.

MR. and MRS. OTIS DANIELS, 3621 Whitely, a girl, Sunday.

MR. and MRS. EDWARD MEREDITH, Rt. 1, Box 242, a girl, Sunday.

ST. DAVID'S

MR. and MRS. JOHN PLACEK, 1121 Holly Bluff, a boy, Thursday.

MR. and MRS. AUBREY KITCHENS, 1705 Barbara, a boy, Thursday.

MR. and MRS. JOHNNY JOHNS, 7701 Creston, a boy, Thursday.

MR. and MRS. BOBBY W. WHITE, 1308 Kenny, a boy, Thursday.

MR. and MRS. D. D. SCHROEDER, Smithville, a boy, Thursday.

MR. and MRS. JULIEN F. HOBEY, P. O. Box 3214, a girl, Friday.

MR. and MRS. BURTON LEWIS, 1808 Richcreek, a girl, Friday.

MR. and MRS. MILES G. WOLFE, 1818 St. Johns, a girl, Friday.

MR. and MRS. HORACE LAMBERT, 5704 Bennett, a girl, Saturday.

MR. and MRS. DWIGHT W. DAVIS, 605 East 17th, a girl, Saturday.

MR. and MRS. CARY VOLENTINE, 3509 Grayson, a girl, Saturday.

MR. and MRS. STEPHEN PITT, 1500-A West 39th, a boy, Sunday.

MR. and MRS. ALGIE MOORE, 5400 Wellington, a girl, Sunday.

Reproduced with permission of the copyright owner. Further reproduction prohibited without permission.

Club

1605

DOC. NO
93081880
21 320 - 395188

Builder's and Mechanic's Lien Contract
(with Power of Sale)
Between

0001011019971 16

Owner: HELEN E WALTON and FILM CODE ("Owner", whether one or more)
Contractor: LYNN SUTTON DBA PRECISION BUILDERS ("Contractor").
Owner and Contractor agree as follows:

00004997403

1. **Property.**

Owner is the owner of the following described real estate: PART OF LOTS # 1 AND 2, IN BLK #3 IN OUTLOT NO 37 IN DIVISION B IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS MORE PARTICULARLY SHOWN ON THE MAP OR PLAT OF RECORD IN VOL 1 PAGE 3, OF THE TRAVIS COUNTY PLAT RECORDS

("Land"). Owner warrants that Owner owns the Land in fee simple, free of any liens or encumbrances other than the following: NO EXISTING LIENS

11.00 INOX
4:05 PM 3028 1 1 07/20/93
5.00 RECM
4:05 PM 3028 1 1 07/20/93

2. **Improvements.**

Contractor agrees to construct, complete and equip, on or before JULY 30 , 1993 (the "Completion Date"), in good and workmanlike manner, including furnishing all labor and materials therefor, according to this Contract and the plans and specifications agreed upon by the parties hereto, the following improvements ("Improvements") on the Land.

INSTALL PITCHED ROOF ON FLAT PORTION OF HOUSE, REMOVE CARPET IN KITCHEN, PRIME FLOOR AND INSTALL VINYL FLOOR, INSTALL CABINETS ON WAL 3X8, 5X8

930818.80-DOC#
753.28-CHK#

3. **Contract Price.**

On or before the date which is thirty-one (31) days after the Completion Date, Owner promises to pay to the order of Contractor the sum of $ 13,000.00 , plus any additional sums which may be earned hereunder pursuant to Sections 8 and/or 14 hereof, or such lesser amount as may be earned hereunder ("Contract Price") for the construction of the Improvements.

Payment of the Contract Price shall be made as follows: $ .00 cash paid to Contractor upon execution of this contract; and

☐ (a) If this box is checked, $ 13,000.00 ("Indebtedness") shall be paid on or before the date which is thirty-one (31) days after the Completion Date, which Indebtedness is being transferred and assigned by Contractor to NationsBank of Texas, N.A. ("Lender"). In renewal, extension and rearrangement of the Indebtedness, but not in novation, Owner contemporaneously herewith is executing and delivering to Lender its promissory note of even date herewith payable to the order of Lender in the principal amount of $ 13,000.00 ("Note").

☐ (b) If this box is checked, execution and delivery to Contractor of a Retail Installment Contract pursuant to Chapter 6 of the Texas Credit Code of even date herewith (the "Retail Installment Contract") for a time balance of $ payable in monthly installments of $ each, and a final installment of $

Notwithstanding anything to the contrary in this Contract, Owner may retain the amount required by Subchapter E of Chapter 53 of the Texas Property Code during progress of the construction of the Improvements and for thirty (30) days after the "completion" of the Improvements as defined in that Subchapter.

4. **Plans and Specifications.**

Owner has agreed to and has approved the plans and specifications presented by Contractor.

5. **Commencement.**

This contract is executed, acknowledged and delivered, and the liens are created hereunder before any labor has been performed and before any material has been furnished for the construction of the Improvements.

6. **Lien.**

The term "Beneficiary" as used in this Contract means Contractor, unless Contractor has assigned and transferred the Obligation (defined below) to Lender, in which case the term "Beneficiary" means Lender or the subsequent holder of the Obligation at the time in question. To secure the prompt payment and performance of Owner's Obligation hereunder, Owner hereby grants a Builder's, Mechanic's, Materialman's and Laborer's Lien and security interest for the benefit of Beneficiary on the Land, and all Improvements, additions, materials, fixtures and appurtenances now thereon and hereafter placed thereon (collectively, the "Collateral"), and Owner, for the auxiliary and cumulative enforcement of the liens created hereunder, and for the further consideration, uses, purposes and trusts hereof, has **granted, sold** and **conveyed**, and by these presents does **grant, sell** and **convey** unto Michael F. Hord, Trustee, of Dallas County, Texas, and his substitutes or successors, the Collateral, and all rights, hereditaments and appurtenances in anywise appertaining or belonging to the Collateral.

7. **Obligation.**

The liens granted hereunder and this conveyance in trust are granted and made to secure and enforce payment and performance of Owner's obligations hereunder (including but not limited to the Note, if applicable under paragraph 3(a) above), and all extensions, renewals, increases and rearrangements thereof, and all additional amounts which may be advanced by Beneficiary for additional work and material necessary for the completion of the Improvements, and all additional sums paid out by Beneficiary which are chargeable to Owner hereunder (all of the foregoing being herein sometimes collectively called the "Obligation").

If any portion of the Obligation cannot be lawfully secured by the lien and security interest herein given and created upon the Collateral, it is agreed that the first payments made on said Obligation shall be applied to the discharge of that portion of the Obligation.

8. **Alterations and Extras.**

No alterations shall be made in the work shown or described by the plans and specifications, nor shall any extra work or materials be charged or paid for, unless a separate estimate for such extra work is submitted in writing by Contractor to Owner and agreed to in writing by them before the extra work is started. The additional amount to be paid for all extra work and materials so agreed to and furnished shall be a part of the Contract Price secured by the lien created by this Contract. Beneficiary, at its option and subject to the execution of such additional loan documents as it might require, may advance all or part of such additional amount, including also any cost increases or overruns agreed in writing between Owner and Contractor, and in such event the additional amount or amounts will be a part of the Obligation secured hereby. If Beneficiary elects not to advance such additional amount, Owner shall pay Contractor in cash upon completion of such extra work. All extra work done or material furnished without such agreement shall be considered as performed under the original Contract and no extra cost shall be demanded or allowed.

9. **Completion.**

If the Improvements fail for any reason to be completed according to this Contract, any construction contract or the plans and specifications, or if all of the labor and material used in erection thereof fails to be provided by Contractor, then Beneficiary shall have a valid and subsisting lien for the Contract Price less such amount as would be reasonably necessary to complete the Improvements according to this Contract, any construction contract and the plans and specifications. Without limitation of the preceding sentence, if Contractor has assigned the Obligation to Lender, then Lender or the subsequent holder of the Obligation at the time in question may complete the construction but shall have no obligation to do so.

10. **Insurance.**

Owner will at all times until the Obligation is paid in full, keep all insurable Collateral insured against the risks covered by policies of fire and extended coverage insurance and such other risks as Beneficiary may require, such insurance to be written in amounts and form acceptable to

REAL PROPERTY RECORDS
Travis County, Texas

Beneficiary, and by companies authorized to transact business in Texas, with loss made payable to the Beneficiary by standard mortgage clauses (without contribution), providing written notice to Beneficiary at least ten (10) days prior to cancellation or change in coverage thereof, and will deliver the policies of insurance to Beneficiary promptly as issued. In the absence of written instructions to the contrary from Beneficiary, such insurance shall be not less than (i) the full insurable value of the Collateral, or (ii) the amount of the Obligation plus the outstanding principal and interest balance of any debt secured by a prior lien against the Collateral or any part thereof. If any part of the Collateral is located within an area that has been, or should at any time be, designated as a special flood hazard area by any federal or state official authorized to make such designation pursuant to the National Flood Insurance Act of 1968, as amended, or pursuant to any national or state flood insurance program, Owner will carry flood insurance covering the Collateral in an amount not less than the lesser of (a) the maximum limit of insurance coverage then available with respect to the Collateral pursuant to any and all national and state flood insurance programs then in effect or (b) the amount of the Obligation, plus the outstanding principal and interest balance of any debt secured by a prior lien against the Collateral or any part thereof. If Owner fails to procure any insurance required by this paragraph, Beneficiary, at its option, may procure such insurance at Owner's sole expense. All renewal and substitute policies of insurance shall be delivered at the office of Beneficiary, premiums paid, at least ten (10) days before termination of policies theretofore delivered to Beneficiary. Beneficiary, at its option, shall be entitled to receive and retain the proceeds of the insurance policies, whether paid by reason of loss, return of premiums or otherwise, applying the same upon the Obligation in such order or manner as Beneficiary shall elect. If any loss shall occur at any time when Owner shall be in default hereunder, Beneficiary shall be entitled to the benefit of all insurance held by or for any Owner, to the same extent as if it had been made payable to Beneficiary.

11. **Taxes.**
Owner will pay all taxes and assessments against or affecting the Collateral as the same shall become due and payable; provided, however, Owner may in good faith, in lieu of paying such taxes and assessments as they become due and payable, by appropriate proceedings contest the validity thereof; and provided that Owner shall pay such tax, assessment, penalties, interest and costs before any judgment therefor becomes final or any writ or order is or may be issued under which any of the Collateral may be sold. If Owner fails to make any such payment of taxes, assessment, penalties, interest or, in the event Owner contests the validity thereof, costs of judgment, Beneficiary may pay them at Owner's expense.

12. **Maintenance.**
Owner will keep the Collateral in good condition, making promptly all repairs, renewals and replacements necessary to such end, and doing promptly all else necessary to such end, but Owner will discharge all claims for labor performed and material furnished therefor, and will not suffer any lien of mechanics or materialmen to attach to any part of the Land; and will not do or suffer to be done any act whereby the value of any part of the Land or the Improvements may be lessened.

13. **Awards Assigned.**
All judgments, decrees and awards for injury or damage to the Land or Improvements, and all awards pursuant to proceedings for condemnation thereof, are hereby assigned in their entirety to Beneficiary, who may apply the same to the Obligation in such manner as it may elect; and Lender is hereby authorized, in the name of Owner, to execute and deliver valid acquittances for, and to appeal from, any such award, judgment or decree.

14. **Disbursements by Beneficiary.**
If Beneficiary shall pay out any money chargeable to Owner hereunder, Owner shall pay the same to Beneficiary on demand at the place where the Obligation is payable. The amount of each such payment shall be added to the Obligation and thereafter shall form a part of the same; and shall be secured hereunder, and by subrogation to all the rights of the person receiving such payment, including subrogation to all valid lien rights in the Collateral or any part thereof.

15. **Construction to Improvements.**
The Improvements will be constructed within building lines, will not encroach upon or overhang any easement or right-of-way or the land of others, and will not violate any applicable ordinances or regulations. All work shall be performed in a good and workmanlike manner, with due diligence and continuity until completion. No cessation of work shall be permitted for a period in excess of ten (10) days without the prior written consent of Owners. When completed, the Improvements will be of good quality, free from faults and defects and in conformance with this Contract and the plans and specifications.

16. **Title to Materials, etc.**
The title to all materials, appliances and equipment covered by this Contract will pass to Owner by incorporation into the Improvements free and clear of all liens, claims, security interests or encumbrances except the lien and security interest created hereunder.

17. **No Liens.**
Contractor warrants that it will suffer no mechanic's, materialman's, laborer's, supplier's or artisan's lien to be placed on the Collateral; and if any lien claim is filed, Contractor shall promptly cause any such lien or claim to be removed from the Collateral by payment thereof or by furnishing a bond or bonds satisfactory to the Owner to indemnify against any such lien. If requested by Beneficiary or Owner, Contractor shall pay all costs of construction, including labor, materials, and subcontractors, and shall furnish Beneficiary and Owner proper receipts and releases from any and all materialmen from whom any material is obtained by Contractor for use in the Improvements, and from all subcontractors as well as from each and all workmen who have worked thereon, to the end that no liens may be fixed upon the Collateral save and except the express liens herein created. If Owner might become liable for a lien or claim for labor or materials furnished to Contractor and primarily chargeable to Contractor, Owner may retain from payments to Contractor an amount sufficient to completely indemnify Owner against the lien or claim.

18. **Remedies.**
If Owner defaults in payment of any of the Obligation when due or declared due, or in the timely performance of any covenant herein or in the Note or Retail Installment Contract, or if a default shall occur as provided elsewhere in this Contract or, if Beneficiary is Lender or a subsequent holder of the Obligation, a default shall occur under any loan agreement or other document (each a "Loan Document") executed by Owner in favor of Beneficiary, the Trustee, at the request of Beneficiary, may sell all or any portion of the Collateral, at public auction, to the highest bidder for cash at the County Courthouse in the County in Texas in which the above-described tract(s) of Land or any part thereof is situated, as herein described, between the hours of 10:00 o'clock A.M. and 4:00 o'clock P.M. on the first Tuesday of any month, in compliance with the requirements of Section 51.002, Texas Property Code, as then amended, after giving notice of said sale, in compliance with said Section, as then amended.

Owner hereby jointly and severally authorizes and empowers the Trustee to sell all or any portion of the Collateral together or in lots or parcels, as the Trustee may deem expedient, and to execute and deliver to the purchaser or purchasers of such Collateral good and sufficient deeds of conveyance of fee simple title or of lesser estates, and bills of sale and assignments, with covenants of general warranty made on behalf of the Owner. In no event shall the Trustee be required to exhibit, present or display at any such sale any of the personalty comprising any of the Collateral to be sold at such sale. The Trustee making such sale shall receive the proceeds thereof and shall apply the same first to the reasonable expense of such sale; second, to the remaining unpaid balance of the Obligation, in such order or manner as the Beneficiary shall elect; and the residue, if any, shall be paid to the person or persons legally entitled thereto. Payment of the purchase price to the Trustee shall satisfy the liability of the purchaser at such sale therefor, and such person shall not be bound to look after the application thereof.

If sale is made because of default in the payment of any installment, or a part of an installment, such sale may, at Beneficiary's election, be made subject to the unmatured part of the Obligation, and it is agreed that such sale, if so made, shall not in any manner affect the unmatured part of the Obligation, but as to such unmatured part, this Contract shall remain in full force and effect as though no sale had been made under the provisions of this paragraph.

Several sales may be made hereunder without exhausting the right of sale for any unmatured part of the Obligation and without impairing the right and powers of sale provided elsewhere in this agreement. Beneficiary may bid and become the purchaser of all or any part of the Collateral at any trustee's or foreclosure sale hereunder being the highest bidder, and Beneficiary shall have the right to credit upon the amount of Beneficiary's successful bid, to the extent necessary to satisfy such bid, all or any part of the Obligation in such manner and order as Beneficiary may elect.

With respect to any portion of the Collateral which constitutes personal property or fixtures, including, without limitation, any consumer goods, governed by the Uniform Commercial Code of the State of Texas (the "Code"), this Contract shall constitute a security agreement between Owner as Debtor and Beneficiary as Secured Party, and Owner hereby grants to Beneficiary a security interest in such portion of the Collateral. Cumulative of all other rights of Beneficiary hereunder, Beneficiary shall have all of the rights conferred upon secured parties by the Code. Owner will execute and deliver to Beneficiary all financing statements that may from time to time be required by Beneficiary to establish and maintain the validity and priority of the security interest of Beneficiary, or any modification thereof, and all costs and expenses of any searches reasonably required by Beneficiary. Beneficiary may exercise any or all of the remedies of a secured party available to it under the Code with respect to such property, and it is expressly agreed that, if upon default Beneficiary should proceed to dispose of such property in accordance with the provisions of the Code, ten (10) days' notice by Beneficiary to Owner shall be deemed to be reasonable notice under any provision of the Code requiring such notice; provided, however, that Beneficiary may at its option dispose of such property in accordance with Beneficiary's rights and remedies with respect to the real property pursuant to the provisions of this Contract in lieu of proceeding under the Code.

Notwithstanding any seemingly contrary provision of this Contract or any other Loan Document, if any person executing this Contract is a "consumer" as defined in Regulation AA of the Board of Governors of the Federal Reserve System, no lien or security interest created or evidenced by this Contract (other than a purchase money security interest) shall extend to, cover or affect "household goods" of such person as also defined therein.

Some of the items of Collateral described herein are goods that are or are to become fixtures related to the real estate described herein, and it is intended that as to those goods this Contract shall be effective as a financing statement filed as a fixture filing from the date of its filing for record in the real estate records of the county in which the Land is situated. Information concerning the security interest created by this instrument may be obtained from Beneficiary, as Secured Party, at the address of Beneficiary stated above. The mailing address of Owner, as Debtor, is as stated above or in any assignment of the Obligation.

All rights and remedies provided for herein and in any other Loan Document are cumulative of each other and of any and all other rights and remedies existing at law or in equity, and Trustee and Beneficiary shall, in addition to the rights and remedies provided herein or in any other Loan Document, be entitled to avail themselves of all such other rights and remedies as may now or hereafter exist at law or in equity for the collection of the Obligation and the enforcement of the covenants herein and the foreclosure of the liens and security interests evidenced hereby, and the resort to any right or remedy provided for hereunder or under any such other Loan Document or provided for by law or in equity shall not prevent the concurrent or subsequent employment of any other appropriate right or rights or remedy or remedies. Beneficiary may resort to any security given by this Contract or to any other security now existing or hereafter given to secure the payment of the Obligation, in whole or in part, and in such portions and in such order as may seem best to Beneficiary in its sole discretion. No such action nor the taking of any additional security, nor any renewal, extension, indulgence, release, subordination or substitution granted by Beneficiary with respect to the Obligation, any guarantor or surety thereof or the Collateral, shall in anywise be

REAL PROPERTY RECORDS
Travis County, Texas
REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS
11 0692

considered as a waiver, release or impairment of any of the rights, benefits, liens or security interests evidenced by this Contract. Owner waives and shall not have or assert any right under any statute or rule of law pertaining to the marshaling of assets, sale in inverse order of alienation, the administration of estates of decedents, or other matters whatever to defeat, reduce or affect the right of Beneficiary under the terms of this Contract to a sale of the Collateral for the collection of the Obligation without any prior or different resort for collection, or the right of Beneficiary under the terms of this Contract to the payment of the Obligation out of the proceeds of sale of the Collateral in preference to every other claimant whatever.

In the event there is a foreclosure sale hereunder and at the time of such sale, Owner or Owner's heirs, devisees, representatives, successors or assigns are occupying or using the Collateral, or any part thereof, each and all shall immediately become the tenant of the purchaser at such sale, which tenancy shall be a tenancy from day to day, terminable at the will of either landlord or tenant, at a reasonable rental per day based upon the value of the property occupied, such rental to be due daily to the purchaser; and to the extent permitted by applicable law, the purchaser at such sale shall, notwithstanding any language herein apparently to the contrary, have the sole option to demand immediate possession following the sale or to permit the occupants to remain as tenants at will. In the event the tenant fails to surrender possession of said property upon demand, the purchaser shall be entitled to institute and maintain a summary action for possession of the property (such as an action for forcible detainer) in any court having jurisdiction.

19. **Trustee.**
If the Trustee shall die or become disqualified from acting in the execution of this trust, or shall fail or refuse to execute the same when requested by Beneficiary to do so, or if, for any reason, Beneficiary shall prefer to appoint a substitute Trustee to act instead of the Trustee named herein, Beneficiary shall have full power to so appoint, by written instrument, a substitute Trustee and, at Beneficiary's election, several substitute Trustees in succession who shall succeed to all of the estate, rights, powers and duties of the original Trustee named herein. Such appointment may be executed by any authorized agent of Beneficiary, and if Beneficiary is a corporation or association and such appointment is executed on its behalf by any officer of such corporation or association, such appointment shall be conclusively presumed to be executed with authority and shall be valid and sufficient without proof of any action by the board of directors or any superior officer of the corporation or association. All references in this Contract to "Trustee" shall be deemed to refer to the Trustee (including any substitute appointed as herein provided) from time to time acting hereunder.

The Trustee shall not be liable for any error or judgement or act done by Trustee in good faith, or be otherwise responsible or accountable under any circumstances whatsoever (including Trustee's negligence), except for Trustee's gross negligence or willful misconduct. The Trustee shall have the right to rely on any instrument, document or signature authorizing or supporting any action taken or proposed to be taken by him hereunder, believed by him in good faith to be genuine. All moneys received by Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated in any manner from any other moneys (except to the extent required by law), and Trustee shall be under no liability for interest on any moneys received by him hereunder. Owner hereby ratifies and confirms any and all acts which the herein named Trustee or his successor or successors, substitute or substitutes, in this trust, shall do lawfully by virtue hereof. Owner will reimburse Trustee for, and save him harmless against, any and all liability and expenses which may be incurred by him in the performance of his duties. The foregoing indemnity shall not terminate upon discharge of the Obligation or foreclosure, or release or other termination, of this Contract.

20. **Prior Liens.**
Owner expressly covenants and agrees to pay timely and prior to delinquency all installments of principal and interest on debt secured by any and all prior liens and encumbrances against the Collateral or any part thereof and to perform and observe all covenants contained in any deed of trust or other instrument creating such lien or encumbrance. It is agreed that any default under the terms and provisions of such deed of trust or other lien instrument shall constitute a default hereunder which shall entitle the Beneficiary, at its election but without obligation to do so, and without prior notice, to exercise any right or remedy provided herein or in the Note, including but not limited to the rights to declare the unpaid balance of principal of, and accrued interest on, the Obligation or any part thereof to be immediately due and payable (and upon such declaration the same shall be immediately due and payable) and to request the Trustee to sell the Collateral as provided in Paragraph 18 hereof. In addition, the Beneficiary may, at its election, but without any obligation to do so, pay off and discharge any debt, or part thereof, secured by any prior lien, and upon payment thereof shall be subrogated to the liens and rights of the holder of such prior lien debt to the extent of the amount so paid. All amounts so paid shall become a part of the Obligation and shall be secured by the lien of this Contract, which shall be cumulative of all liens and rights to which Beneficiary shall become subrogated.

21. **Assignment of Rents.**
As additional security for the payment of the Obligation, Owner hereby assigns to Beneficiary all rents received by or due to Owner deriving from the Collateral, including all royalties and other consideration payable by any lessee under any lease or other agreement now or hereafter existing by which any person other than Owner has or acquires any right to occupy or use the Collateral or any part thereof or interest therein. Until the occurrence of a default, Owner is granted the privilege to collect and retain the rents, but upon receipt from Beneficiary or notice that a default exists hereunder, each lessee is hereby directed to pay to Beneficiary rents thereafter accruing. Receipt by Beneficiary shall be a release of each lessee to the extent of amounts so paid. Beneficiary shall not be liable for its failure to collect or exercise diligence in the collection of rents, but shall be accountable only for rents actually received. Rents so received shall be applied by Beneficiary first to the remaining unpaid balance of the Obligation, in such order or manner as Beneficiary shall elect, and the residue, if any, shall be paid to the person or persons legally entitled thereto.

22. **Transfer of the Land.**
If all or any part of the Land or any interest in it is sold or transferred without Beneficiary's prior written consent, Beneficiary may, at its option, declare the unpaid balance of principal of, and accrued interest on, the Obligation or any part thereof to be immediately due and payable (and upon such declaration the same shall be immediately due and payable). However, this option shall not be exercised by Beneficiary if exercise is prohibited by federal law as of the date of this Contract.

23. **Compliance with Usury Laws.**
It is the intent of Owner and Beneficiary and all other parties to the Loan Documents to conform to and contract in strict compliance with applicable usury law from time to time in effect. All agreements between Beneficiary and Owner (or any other party liable with respect to any indebtedness under the Loan Documents) are hereby limited by the provisions of this Section which shall override and control all such agreements, whether now existing or hereafter arising. In no way, nor in any event or contingency (including but not limited to prepayment, default, demand for payment, or acceleration of the maturity of any obligation), shall the interest taken, reserved, contacted for, charged, chargeable, or received under this Contract, the Note or any other Loan Document or otherwise, exceed the maximum nonusurious amount permitted by applicable law (the "Maximum Amount"). If, from any possible construction of any document, interest would otherwise be payable in excess of the Maximum Amount, any such construction shall be subject to the provisions of this Section and such document shall ipso facto be automatically reformed and the interest payable shall be automatically reduced to the Maximum Amount, without the necessity of execution of any amendment or new document. If Beneficiary shall ever receive anything of value which is characterized as interest under applicable law and which would apart from this provision be in excess of the Maximum Amount, an amount equal to the amount which would have been excessive interest shall, without penalty, be applied to the reduction of the principal amount owing on the Obligation in the inverse order of its maturity and not to the payment of interest, or refunded to Owner or the other payor thereof if and to the extent such amount which would have been excessive exceeds such unpaid principal. The right to accelerate maturity of the Obligation or any part thereof does not include the right to accelerate any interest which has not otherwise accrued on the date of such acceleration, and Beneficiary does not intend to charge or receive any unearned interest in the event of acceleration. All interest paid or agreed to be paid to Beneficiary shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full stated term (including any renewal or extension) of such indebtedness so that the amount of interest on account of such indebtedness does not exceed the Maximum Amount. As used in this Section, the term "applicable law" shall mean the laws of the State of Texas or the federal laws of the United States applicable to this transaction, whichever laws allow the greater interest, as such laws now exist or may be changed or amended or come into effect in the future.

24. **Miscellaneous.**
If more than one person executes this Contract as Owner, the Obligations of such persons hereunder shall be joint and several. All of the covenants and agreements hereunder taken to be performed by and the rights conferred upon the respective parties shall be binding upon and inure to the benefit of said parties and their respective heirs, executors and administrators, successors and assigns.

This Contract constitutes a "construction mortgage" as defined in Section 9.313 of the Texas Business and Commerce Code to the extent that it secures an obligation incurred for the construction of the Improvements, including the acquisition cost of the Land.

The Owner acknowledges receipt of a copy of this Contract with all blanks completed.

Executed and dated as of July 13, 19 93.

IMPORTANT NOTICE: You and your contractor are responsible for meeting the terms and conditions of this contract. If you sign this contract and you fail to meet the terms and conditions of this contract, you may lose your legal ownership rights in your home. KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW.

Owner Helen E. Walton

Owner

Contractor Precision Builders

By Lynn Sutton

Name

Title Marketing Director
(If Contractor is a corporation, type in name of corporation in first line, and execute by authorized signer on second line.)

(Notice: If this Contract is being assigned to Lender, Contractor must complete the Assignment of Lien and appropriate acknowledgement below.)

Contractor's Address:

1607 Somerset Drive

Round Rock, Tx. 78681

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

11981 0693

Assignment of Obligation, Rights, Liens and Security Interests

The undersigned Contractor, for and in consideration of the sum of Ten ($10.00) Dollars cash and other good and valuable consideration, paid by NationsBank of Texas, N.A. ("Lender"), whose address is 901 Main Street, Dallas, Texas 75202, has sold, conveyed and assigned and does by these presents sell, convey and assign to Lender all of the Obligation described in the foregoing Builder's and Mechanic's Lien Contract with Power of Sale ("Contract") and all instruments, if any, evidencing the Obligation, together with all the rights, powers, liens, assignments and security interests securing the same, but Lender does not assume any obligation imposed upon Contractor by virtue of this Contract and Lender shall not be held liable for the performance or breach thereof by Contractor. All Mechanic's Liens or Lien rights, whether contractual, statutory or constitutional, on the Collateral which have arisen or may arise for the benefit of Contractor because of work performed or materials furnished, are hereby agreed to be, and shall at all times continue to be, subject and subordinate in each and every respect to all of the rights, powers, liens and security interests held by or for the benefit of Lender (and any subsequent holder of the Obligation) under this Contract, or at law or in equity or otherwise, and to any and all increases, renewals, modifications, extensions and rearrangements thereof from time to time.

Contractor Precision Builders

By Lynn Sutton

Name

Title Marketing Director

(Contractor's Individual Acknowledgement)

The State of Texas §
§
County of Travis §

This instrument was acknowledged before me on this the 13 day of July, 19 93
by Lynn Sutton

KATHY E. ALLEN
NOTARY PUBLIC
STATE OF TEXAS
My Comm. Exp. 12-2-95

Kathy E Allen
Notary Public, State of Texas

(Corporate Acknowledgement)

The State of _____ §
§
County of _____ §

This instrument was acknowledged before me on this the _____ day of _____, 19 ____
by _____,
_____ of _____
_____, a _____ corporation,
on behalf of said corporation.

(SEAL)

Notary Public, State of Texas

(Individual Acknowledgement)

The State of Texas §
§
County of Travis §

This instrument was acknowledged before me on this the 13 day of July, 19 93
by Lynn Sutton

KATHY E. ALLEN
NOTARY PUBLIC
STATE OF TEXAS
My Comm. Exp. 12-2-95

Kathy E Allen
Notary Public in and for the State of Texas

(Individual Acknowledgement)

The State of Texas §
§
County of _____ §

This instrument was acknowledged before me on this the _____ day of _____, 19 ____
by _____

(SEAL)

Notary Public in and for the State of Texas

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

11981 0694

11981 0694

UNOFFICIAL DOCUMENT

Unofficial Document

STATE OF TEXAS COUNTY OF TRAVIS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Travis County, Texas, on

JUL 20 1993

COUNTY CLERK
TRAVIS COUNTY, TEXAS

FILED

93 JUL 20 PM 1:04

DANA DEBEAUVOIR
COUNTY CLERK
TRAVIS COUNTY, TEXAS

RECORDER'S MEMORANDUM - At the time of recordation this instrument was found to be inadequate for the best photographic reproduction, because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

AFTER FILING, PLEASE RETURN TO:

NATIONSBANK OF TEXAS, N. A.
P.O. BOX 831400
DALLAS, TEXAS 75283-1400
ATTN: COLLATERAL DEPARTMENT

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

11981 0695